public partnerships PPL
Your #1 choice for self-directed care™

COMMON LAW EMPLOYER CONSENT FORM

Participant Name					
First:		**Last:**		**PPL ID:**	
Common Law Employer (CLE) Name					
First:		**Last:**			

Common Law Employer Requirements

To be a Common Law Employer (CLE), the Participant or a surrogate appointed by the Participant must meet the requirements below. The CLE must:

- Be at least 18 years of age or older.
- By signing this form, attest that the CLE has no convictions reported as per the Older Adult Protective Services Act (OAPSA) [35 P.S. § 10225.101 et. seq. and 6 Pa. Code Chapter 15].
- If providing service to a child under 18 years of age, obtain all child abuse clearances. Child abuse clearances must be conducted as per the Child Protective Services Law (CPSL) [23 Pa. C.S. Chapter 63].
- Understand that the Participant-Directed Services (PDS) Vendor Fiscal/Employer Agent (VF/EA) Program is operated by the PA Office of Developmental Programs (ODP). Public Partnerships LLC (PPL) is the VF/EA Financial Management Service (FMS).
- Participate in required CLE orientation when notified by the ODP and the VF/EA FMS.
- Enter into and remain in compliance with all required agreements related to the VF/EA FMS model.
- Complete all actions needed to enroll with the VF/EA FMS (PPL). This includes completing the CLE Enrollment Forms Packet provided by PPL.
- Agree to perform all CLE tasks outlined:
  - In this Common Law Employer Consent Form, and
  - In the rules of the ODP PDS VF/EA program.

  CLE duties are **not** transferable to another person or agency.
- Work with the Supports Coordinator (SC) to develop and revise the Participant's authorized Individual Support Plan (ISP) as needed or required.
- Cooperate with SC monitoring as outlined in the approved Consolidated, Person/Family Directed Support, and Community Living Waivers (Waivers):
  - As often as required, and
  - At the required location(s).

- Work with the Supports Broker if the Supports Broker service has been authorized on the Participant's ISP.

Common Law Employer (CLE) General Responsibilities

As the CLE, I understand and agree to the following:

1. I will not be paid to serve as CLE. This is an unpaid role.
2. In accordance with the Common Law Employer Consent Form, I will manage the authorized participant-directed services. I will follow the authorized ISP. I will make sure that all services are provided as specified in the authorized ISP. To make sure that qualified SSPs and vendors provide the services in accordance with the authorized ISP, I will track both:
    - The use of authorized services, and
    - The funds for those services.
3. I will participate in required CLE orientation relating to the VF/EA FMS model. This orientation is offered by:
    - The VF/EA FMS (PPL), and
    - ODP.
4. I am the CLE of the SSPs that I hire. My SSPs are not employees of:
    - The VF/EA FMS PPL, or
    - ODP.
5. I will comply with the approved Waivers. This includes:
    - All standards specified in the service definition(s) for services SSPs provide,
    - Provider qualification requirements, and
    - Any other requirements established by the Department as outlined in the approved Waivers.
6. I will make sure that services are provided in accordance with the Participant's current ISP.
7. I will make sure all Waiver services provided by my SSPs are provided in Pennsylvania or states contiguous to Pennsylvania.
    - When services are provided away from the Participant's primary residence or community, I will ensure travel plans are reviewed and discussed as part of an ISP team meeting and assist with identifying safeguards to protect the Participant's health and welfare during travel.
8. I will comply with all federal and state laws, regulations, and ODP Bulletins that apply to Waiver programs.
9. I will only hire SSPs or select vendors who meet the Waiver qualifications.
10. When hiring SSPs, I am responsible for ensuring that the SSPs complete:
    - All required background checks, and
    - All required registry checks.
11. When training SSPs, I will:
    - Provide orientation and training to each SSP, and

- Base the orientation and training I provide to SSPs on:
    - The service definitions, and
    - The Participant's ISP

12. I will verify ongoing qualifications for all my SSPs. This includes both regularly scheduled and emergency back-up SSPs. This is a Waiver requirement. Timelines related to this requirement are established in the approved Waivers. Part of this process is described in the "SSPs Must Requalify To Continue Working" section of this Common Law Employer Consent Form.
13. I will confirm that all my SSPs read and follow:
    - The authorized ISP, and
    - The ODP PDS VF/EA program policies and procedures.
14. I will confirm that all my SSPs complete all required training described in:
    - The authorized ISP, and
    - The ODP PDS VF/EA program policies and procedures.
15. I am responsible for disclosing to PPL if an SSP I hire has one of the following relations to the Participant:
    - Relative: A relative is any of the following by blood, marriage or adoption who have not been assigned as legal guardian for the individual: a spouse, a parent of an adult, a stepparent of an adult child, grandparent, brother, sister, aunt, uncle, niece, nephew, adult child or stepchild of an individual or adult grandchild of an individual.
    - Legal Guardian: A legal guardian is a person who has legal standing to make decisions on behalf of a minor or adult (e.g. a guardian who has been appointed by the court).
    - Legally Responsible Person: A person who has legal obligation under the provisions of law to care for another person, including parents of minor children (under the age of 18) and legally assigned relative caregivers of minor children.
16. For all SSPs, I will complete and submit required SSP documents to PPL for processing.
17. I will make sure that each SSP I hire completes the SSP enrollment forms packet provided by PPL. Some forms in the SSP packet require the signature of both the CLE and the SSP. Once the forms in the SSP packet are completed and signed, I will submit them to PPL.
18. I will make sure that the SSP and I (the CLE) sign the Employment Agreement. I will then submit the Employment Agreement to PPL.
19. I will make sure that SSPs I hire do not begin working for me until PPL informs me that the enrollment process is complete.
20. When hiring SSPs, I must:
    - Decide how I will find SSPs.
    - Decide how I will interview SSPs.
    - Follow all state fair hiring and firing standards.
    - Abide by all state and federal laws including tax laws and labor laws.
    - Check SSP references.

- Complete a USCIS Form I-9 for the SSP. I must:
  - Provide Form I-9 to PPL for processing, and
  - Keep a copy of Form I-9 for my records.
- Negotiate with the SSP to decide their:
  - SSP wage, and
  - Optional benefit allowance (if this applies).
- Set wages within the established wage ranges. The SSP(s)'s rate of pay must be at least the current State (PA) minimum wage. I understand that the PA minimum wage can change from year to year.
- Complete and sign the SSP Services and Rates Form. I will then submit the SSP Services and Rates Form to the SC for processing.
- Inform the SSP that they are hired.
- Inform the SSP when they can start working. The SSP may not start working until PPL informs me that the SSP has completed the enrollment process.
- Set my SSP's work schedule. The work schedule:
  - May include up to a maximum of 40 hours per week per SSP, and
  - May not include more than 60 hours per week of authorized In-Home and Community Support, Companion, or a combination of In-Home and Community Support and Companion (when both services are authorized in the ISP) from all relatives, legal guardians, and legally responsible persons when more than one relative, legal guardian, and/or legally responsible person provides the service(s), and
  - Must be based on services authorized in the ISP.
- Ensure that each SSP's work schedule:
  - Provides required and authorized services, and
  - Does not permit overtime to occur.
- Explain to the SSP all their job duties.
- Train the SSPs, as needed.
- Review the SSP's payroll.

21. I understand that PPL will notify me, the CLE, if an SSP fails a:
    - Background check, or
    - Registry check.
22. To make sure that my SSPs remain qualified to work, PPL must conduct required SSP registry checks every month. PPL will inform me if an SSP fails a registry check. If an SSP fails a **federal** registry check, I must end the SSP's employment right away.
23. I will make sure that each service:
    - Is provided and documented in accordance with the ODP service documentation requirements, and
    - Supports the ISP outcomes.
24. I will complete the ODP Progress Notes form in accordance with ODP's service documentation requirements.
25. As the CLE, it is my duty to:

- Not spend more than the approved amount of my ODP PDS VF/EA program budget. I understand that PPL will track all money spent from my ODP PDS VF/EA program budget.
- Make sure that my SSPs submit their time sheets on time.
- Approve time sheets only if they are truthful and accurate.
- Approve and submit time sheets in a timely manner. If I do not approve time sheets in a timely manner, my SSPs will not be paid on time.

26. PPL will issue paychecks to my SSPs, on my behalf, every other week.
27. I must sign “power of attorney” forms to allow PPL to submit payroll taxes on my behalf.
28. PPL will, under my tax ID and on my behalf:
    - Withhold all required federal and state taxes from my SSPs’ paychecks, and
    - Submit the money withheld to federal and state tax agencies.
29. PPL, on my behalf, will provide my SSPs with end-of-year statements for filing income tax returns.
30. PPL will maintain, on my behalf, records of all:
    - Withholdings,
    - Filings, and
    - Payments.
31. When required by the ODP PDS VF/EA program, PPL will purchase and maintain workers compensation insurance for my SSPs, on my behalf.
32. As the CLE, it is my duty to:
    - Supervise all my SSPs, both:
        - Regularly scheduled qualified SSPs, and
        - Emergency back-up qualified SSPs.
    - Inform my SSPs if they are doing a good job, and
    - Determine which tasks and activities the qualified SSP will perform. This includes how and when to perform these service-related tasks and activities. All tasks and activities performed must be:
        - Approved in the Participant’s authorized ISP, and
        - In accordance with ODP Waiver service definitions.
    - Consistent with the timeframes in the Waivers, maintain an employment and qualification file for each:
        - Qualified SSP, and
        - Qualified vendor.
33. I will prepare for and participate in ISP meetings including discussions about the Participant’s goals, service and support needs, health and safety needs, who is responsible for which services and supports, when and where participant-directed services will happen, and how the plan will be reviewed and updated.
34. I will discuss with the SC any changes in the Participant’s needs that may require:
    - An ISP team meeting, or
    - Changes to the ISP.

35. I will make sure that my SSPs stop working right away if the Participant no longer has Medicaid. If Medicaid has lapsed, I will contact the SC right away to find out if services can continue.
36. I will make sure that my SSPs stop working right away:
    - If the Participant is no longer eligible for services,
    - If the services performed have no remaining units to utilize, or
    - If the services performed by the SSP are:
        - No longer authorized, or
        - Are not on the Participant's authorized ISP.
37. I will not allow an SSP to work if the SSP is no longer eligible or qualified to provide services under ODP PDS VF/EA program rules.
38. When an SSP is hired, the SSP agrees to and signs the Employment Agreement. I may be required to end the employment of any SSP who violates the terms of the Employment Agreement.
39. I will obtain bids or estimates and choose qualified vendors.
40. I will sign and provide PPL with the Vendor Payment Form for payment of the vendor if the submitted service(s) on the Vendor Payment Form:
    - Matches the current authorization, and
    - Is accurate and correct.
41. I will negotiate and explain to each qualified vendor that they will be reimbursed:
    - At the cost of the goods charged to the general public, and
    - In accordance with the authorized ISP.
42. I will sign and provide PPL with the Purchase Request Form for payment of goods or services if the submitted service(s) on the Purchase Request Form:
    - Matches the current authorization, and
    - Is accurate and correct.
43. I will explain to anyone providing mileage that:
    - Mileage is a vendor payment for both an SSP or non-SSP, and
    - Is paid at the mileage reimbursement rate:
        - Established by the ODP, and
        - In accordance with the approved Waivers.
44. I will comply with the Fraud and Abuse Control Act, 62 P.S. §§ 1401-1418.
45. I must notify the SC if I suspect that anyone in the ODP PDS VF/EA program has committed:
    - Fraud,
    - Exploitation,
    - Abuse or neglect, or
    - Has misused the Participant's funds or property.
46. I understand that PPL will report to the ODP any suspicions of:
    - Fraud,
    - Exploitation,
    - Abuse or neglect, or

- Misuse of the Participant's funds or property.

47. I will report to the SC any event that is a reportable incident as defined by ODP regulations and policy.
48. I will terminate qualified SSPs as needed. I must notify PPL right away if I end the employment of one of my SSPs.
49. I am aware that if I frequently end the employment of my SSPs:
    - I may have a tough time hiring new SSPs, and
    - My unemployment tax rate will go up. I am also aware that unemployment tax rates for each SSP are paid from the Participant's budget. I must stay within the budget even if my unemployment tax rate goes up.
50. If an SSP stops working for me for 6 months or longer, they may have to complete a new SSP Enrollment Packet before beginning to work for me again.
51. I must create and have an emergency back-up plan in place. The back-up plan must include qualified SSPs and/or natural supports. This is needed in case of:
    - An emergency, or
    - If my regular SSP(s) cannot provide care at scheduled times.
52. I will be personally responsible for paying the SSP for their work time if:
    - I approve the SSP's work time, and
    - ODP PDS VF/EA program rules do not permit the SSP to work and be paid by the ODP PDS VF/EA program.
53. I may not use ODP Medicaid or Base funds to pay for services or supports that are not authorized for the Participant. I must pay using my own funds or non-ODP Medicaid or Base funds for any provided services or supports that are not authorized. This includes:
    - If a time sheet or invoice is submitted to PPL by the CLE, and
    - The time sheet or invoice includes services or supports not authorized.
54. I will use ODP Medicaid or Base funds to purchase only items, services and supports allowed by:
    - The authorized ISP, and
    - ODP PDS VF/EA program rules.
55. I will make sure that my SSPs understand that if they:
    - Are not truthful on their time sheets and are paid for work they did not do, or
    - Are paid twice for the same work period:
        - The SSP will have to pay back the money they did not earn,
        - PPL will report this to the PA ODP PDS VF/EA program, and
        - Corrective action may be taken, up to and including termination of employment.
56. I will treat everyone in the ODP PDS VF/EA program with dignity and respect, including:
    - My SSPs,
    - Any PA Department of Human Services personnel, and
    - PPL personnel.
57. I will send all information as requested to:
    - PPL, and
    - ODP PDS VF/EA program.

58. When there are changes in CLE or Participant contact information, I make sure that the following are notified:
    - The SSPs,
    - PPL, and
    - The SC.
59. I will notify PPL about any changes in the SSP's information. If any documents are needed for an SSP change of information, I will submit the documents to PPL.
60. I must keep private the personal information of the Participant.
61. I understand that as the CLE, I have the option to hire a Supports Broker if this service is authorized on the Participant's ISP. A Supports Broker can be:
    - An SSP who solely provides the Supports Broker service to the Participant,
    - Provided through a Supports Brokerage Agency, or
    - An Independent Supports Broker.
62. I will respond to all surveys regarding the CLE's satisfaction with PPL.
63. As established and directed by ODP, I will participate in:
    - CLE orientation,
    - Remediation related to how I complete my duties as CLE, and
    - All termination processes if I am terminated as CLE.

SSP Supervision

I will make sure that my SSPs understand that:

- As the CLE, I am their Employer.
- They must go through me for their job-related needs.
- Their Employer (CLE) is **not:**
  - PPL,
  - PA ODP, or
  - ODP PDS VF/EA program.

SSP Garnishments

I will make sure that my SSPs understand that if a court order for garnishment is made against an SSP, PPL:

- Is required to comply.
- Will withhold money from the SSP's paycheck as set forth in the court order. PPL will continue to withhold money until:
  - The entire amount of the garnishment has been satisfied, or
  - The court order no longer applies.
- May charge a processing fee for setting up garnishments.

SSPs Must Requalify To Continue Working

I understand that each SSP must requalify as an SSP every three (3) years. I agree that I will:

- Explain to my SSP(s) that they must requalify to be able to continue to work,
- Make sure my SSP(s) complete all steps to requalify,
- Take actions required to requalify my SSP(s), and
- End the employment of any SSP who:
  - Does not complete the process to requalify, and/or
  - Otherwise no longer qualifies to be an SSP.

CLE Change, Removal, And Costs

I understand that if there is a change in CLE:

- I must transfer any relevant records I maintain in this role to the new CLE.
- Under a new CLE, SSPs will have to complete new enrollment forms.
- The new CLE will need to keep all the existing SSPs' enrollment forms, including the USCIS Form I-9.

I understand that a CLE may be removed at any time by ODP:

- In accordance with Appendix E of the approved Waiver(s), and
- For failing to abide by the CLE Requirements and Responsibilities and the terms of this Consent Form.

I understand that a CLE may be responsible for any additional costs incurred as a result of failing to meet the CLE responsibilities, including but not limited to overtime payments, and any other term in this Consent Form.

Overtime

Overtime is defined as time worked in excess of forty (40) hours a week. I understand that:

1. Unless #2 below applies, an SSP:
    - May not be scheduled to work more than forty (40) hours in a work week,
    - Is not eligible for overtime pay,
    - May not submit a time sheet for more than forty (40) hours in a work week, and as CLE, I may not approve a timesheet for more than forty (40) hours in a work week.
2. SSPs may at times work more than 40 hours per week due to unforeseen circumstances. These include, but are not limited to:
    - Inclement weather,
    - Sudden illness,
    - Unplanned extension of a medical leave for an SSP,
    - Sudden loss of an unpaid caregiver who kept paid services at or below forty (40) hours a week, or
    - If an SSP unexpectedly quits or is terminated and one or more SSPs must work more than 40 hours on a temporary basis.

    When something like the above happens, SSPs may be allowed to work more than forty (40) hours a week. The CLE may schedule one or more SSPs to work more than forty (40) hours per week for up to thirteen (13) weeks per fiscal year. The thirteen (13) week limit may not be exceeded. See the most recent PA ODP Communication about overtime to learn more about how overtime works.
3. As CLE, I must pay **out of my own personal funds** the cost of services over forty (40) hours per week, if:
    - I allow an SSP to provide services in excess of forty (40) hours per week,
    - I allow an SSP to perform tasks not authorized or work in excess of authorized hours, and
    - The service does not meet the requirements described by the ODP Communication about overtime.
4. I will make sure my SSPs understand the overtime rules in the most recent ODP Communication.

Medicaid Fraud

I understand that:

- Medicaid fraud, waste or abuse is a crime.
- Approving timesheets that contain hours that were not worked may be considered Medicaid fraud.
- If I commit Medicaid fraud, waste or abuse, I may be subject to civil and criminal penalties. This may include:
    - Fines, and/or
    - Jail time.
- If I become aware of or suspect anyone else of committing Medicaid fraud, waste or abuse, I will report the suspected fraud, waste or abuse according to ODP Policy.
- PPL will report any suspected fraud, waste or abuse to the PA ODP.

Electronic Signatures

I agree to sign all forms by electronic means, when possible, as requested by PPL.

Electronic Visit Verification (EVV)

I understand that:

- I and all my SSPs must comply with the 21st Century Cures Act, which is federal law. This law requires Electronic Visit Verification (EVV). EVV requires SSPs to clock in and out of work shifts every day using their:
    - Mobile phone, or
    - The Participant's land line.
- If my SSP does not use EVV to record their work shifts, they will not be allowed to continue to work in the ODP PDS VF/EA program.

Agree and Sign

I confirm that by signing below:

- I have read this Common Law Employer Consent Form entirely.
- I attest that I understand my responsibilities as a CLE.
- I agree to all that is stated in this Common Law Employer Consent Form.
- I will properly complete the USCIS Form I-9 and will keep a copy for my records.
- I will not bring any claims or legal actions against PPL that are related to any failure on my part to follow the rules set forth in this Common Law Employer Consent Form.
- I understand that this Common Law Employer Consent Form is subject to change by PPL or the PA ODP.
- I understand that the PA ODP may choose to change any of the above requirements at any time. PPL will follow the directions of the PA ODP if any requirement is changed.
- I understand that as a condition of enrolling and participating in the VF/EA FMS model, I must:
    - Complete,
    - Sign, and
    - Return this Common Law Employer Consent Form to PPL.
- I understand that PPL is under contract with ODP.
- I understand that violation of any term or condition found in this Common Law Employer Consent Form:
    - May result in corrective action, and/or
    - Termination of this Common Law Employer Consent Form, and
    - Termination is not appealable.

Common Law Employer (CLE) Printed Name:

Common Law Employer (CLE) Signature:

Date: