



## EMPLOYEE ACKNOWLEDGMENT

Employee makes this Acknowledgment to ABLED, Inc. (“ABLED”), a Nebraska Subchapter S Corporation, organized under the Laws of Nebraska, with a principal place of business at 7562 Upton Grey Lane, Lincoln, Nebraska.

1. **Purpose.** This Acknowledgment sets forth the terms and conditions upon which Employee agrees to provide Support Services for ABLED participants under Medicaid Waivers.
2. **Employee Status.** Employee shall not have the authority to bind ABLED or the State of Nebraska.
  - A. **Supervision.** Employee shall operate solely under the direction of ABLED management personnel and comply with all State and Federal Laws, Nebraska Department of Health and Human Services (DHHS) Policies and Regulations, and ABLED Policies and Procedures.
  - B. **Employee Costs.** Employee is responsible for all costs and expenses, including, but not limited to, vehicle and labor costs, insurance, and all other business-related expenses not previously authorized by ABLED. Costs and expenses are built into the rates.
  - C. **Employee Benefits.** Employee is entitled to receive all Federal and State required benefits associated with employment including but not limited to, Social Security, Medicare, Workers Compensation, Unemployment Insurance, Health Insurance, and a 401k. Benefits are subject to change.
  - D. **Taxes.** ABLED will withhold Federal and State Income Tax Withholdings as employee designates in his/her W-4. Employee is solely responsible for any reporting and paying all State and Federal taxes which are due.
3. **Employee Obligations.**
  - A. **Services.** Employee shall throughout the term of this Acknowledgement provide services and documentation in accordance with the provisions outlined herein, the Participant’s ISP, all applicable laws, regulations, and ABLED’S Policies and Procedures. Employee acknowledges, represents, and warrants that Employee has received a copy of and is familiar with **ABLED’s *Direct Support Professional Manual*** and all other relevant Policies and Procedures.
  - B. **Insurance & Other Obligations.** Employee shall maintain automobile liability insurance with minimum limits of \$100,000 per person and \$300,000 per occurrence for any vehicle used to transport Participant(s). Employee shall provide Proof of Insurance to ABLED upon commencement of this Acknowledgment, annually, and upon request.
  - C. **Safety.** Employee will not smoke in the home or in a vehicle where Participant or other supported individuals live or are present. Employee shall perform necessary maintenance and repair of vehicles.
  - D. **Travel.** Any person transporting Participants must be a licensed driver with valid Motor Vehicle Insurance in an amount not less than that required by law and provide proof of compliance to ABLED upon request. Employee must notify ABLED at least 48 hours prior to any non-local travel with the Participant.



- E. General Event Reports.** Employee agrees to follow ABLED’s policies and procedures with respect to reporting abuse, neglect, exploitation, rights violations, behaviors, accidents, and any other reportable event. Employee will make all necessary notifications to guardian, ABLED’s administrator, and the DHHS Service Coordinator. Any suspected abuse, neglect, or exploitation must be reported to Adult Protective Services (APS) or Child Protective Services (CPS) depending on Participant’s age. Employee must call 911 for significant abuse or injuries.
- F. Record Maintenance.** Employee understands that ABLED requires all documentation to be done within the prescribed timeframe outlined in ABLED’s Policies and Procedures, and DHHS Regulations. Failure to complete timely documentation of services provided is a breach of the terms of your employment. ABLED may decrease the compensation rate due to Employee breach.
- G. Overpayments and Recoupments.** Employee agrees to promptly remit to ABLED any overpayments made to Employee due to omission, error, fraud, or which may be subsequently denied or recouped as the result of Employee's failure to deliver the required services, or through other improper billing.
- H. Confidentiality.** Employee will maintain the Participant’s confidentiality and comply with HIPAA in accordance with applicable Laws, Regulations, and Policies.
- I. Prevention of Fraud and Financial Abuse.** Employee must take all necessary actions to prevent fraud and financial abuse of the Participant in accordance with applicable Laws, Regulations, and Policies. Employee must monitor and record any personal funds of the Participant handled by employee as prescribed by ABLED’s Funds Management Policy.
- J. Billable Time.** Employee will only bill for days and times Employee is present with Participant. Documentation may be done on the clock at the end of Employee’s shift.
- K. Indemnification.** The Employee agrees to indemnify and hold harmless ABLED, its officers, directors, employees, attorneys, agents, successors, and assigns against all claims, costs, obligations or liabilities whatsoever arising from or otherwise relating to the Employee’s acts, omissions, obligations, or performance under this Acknowledgment, including but not limited to: (a) any lawsuit, settlement, and/or judgment, (b) any assessment resulting from any administrative proceeding, such as a claim for unemployment benefits or workers’ compensation benefits, (c) any attorney’s fees or other costs relating to the defense of any lawsuit and/or administrative proceeding; and (d) any claims or damages relating to Employee’s unauthorized use or disclosure of Participant’s Protected Health Information.
- L. Training.** Employee will complete ABLED Orientation Training and demonstrate competency prior to providing Support Services which includes training on Abuse, Neglect, and HIPAA. Employee shall complete required 180-day training prior to serving with ABLED for 180 days. Employee shall be certified in CPR and First Aid. Before passing



any medications, Employee must be Med Aide Certified. Employee shall complete Mandt Training (or equivalent) to deescalate and protect the Participant.

**M. Cooperation with ABLED.**

1. Employee shall maintain regular communication with ABLED regarding Participant's physical and mental condition. Employee must submit all General Event Reports to ABLED immediately, as soon as possible, but always within 24 hours of the incident and must immediately contact one of ABLED's Administrators in the event of a serious incident as defined by DHHS.
2. Employee shall provide ABLED and DHHS full access to Participant at home and in the community.

**4. ABLED's Obligations.**

- A. Payment for Support Services.** ABLED will pay Employee per the Employee Wage Schedule. ABLED may adjust wages at any time at its sole discretion. ABLED will notify Employee of adverse wage changes prior to Employee's scheduled work at the new rate. Payments will be made by the 15<sup>th</sup> of the month following the month services were rendered, or as soon thereafter that DHHS makes the funds available to ABLED. ABLED will make every effort to pay as quickly as possible but payday may be delayed by DHHS, by missing or late billing documentation, or by unforeseeable circumstances.
- B. Cover Staff.** Employee may from time to time need to be away from Participant for a variety of reasons. Employee must call the EVP Operations immediately to arrange for cover staff. Employee will give ABLED as much advanced notice as possible.
- C. Quality Oversight Assistance.** ABLED shall monitor the quality and effectiveness of the Support Services provided to Participant and assist as needed. Such administrative and support services shall include running background checks, home/community visits, writing programs, trainings, emergency assistance, billing, documentation verification, advocacy, and other support and administrative services as needed.

**5. Term and Termination.**

- A. Acknowledgment Term.** This Acknowledgment shall be in effect until employment is terminated or employee signs an updated Acknowledgment.
- B. Termination without Cause.** Employee acknowledges that he/she may be terminated without cause. Employee must give ABLED at least two-week's notice. Employee understands that compensation increases, performance reviews, promotions, demotions, disciplinary action and the like, do not alter the at-will nature of employment. Employee shall not rely on any statements, promises or representations, written or oral, from anyone within or without ABLED, Inc., that contradict ABLED, Inc.'s right to terminate employment at any time, with or without notice or cause.
- C. Termination with Cause or Upon the Occurrence of a Specified Condition.** ABLED shall have the right to terminate Employee with or without advance notice upon the occurrence of any of the following circumstances:



1. Employee has been charged with a criminal offense.
  2. Employee has breached an obligation under the Acknowledgment or failed to satisfy required conditions of the Acknowledgment.
  3. ABLED determines, in its sole discretion, that the Participant is in a dangerous, unsafe, or unhealthy situation; or if abuse or neglect is suspected; or if, in the sole discretion of ABLED, the best interests of the Participant require that Employee's relationship with the Participant be terminated.
  4. The funding that ABLED receives for supporting the Participant is eliminated or reduced below the level in existence as of the signed date of this Acknowledgment.
  5. ABLED, in its discretion, determines that Employee has violated its duty to protect the health, safety or welfare of the Participant, or that its Policies and Procedures otherwise are not being followed by Employee.
  6. A license or certification required of Employee by ABLED Policy, DHHS Policy, Nebraska or Federal Laws and Regulations has lapsed, been suspended, or terminated.
  7. Employee is placed on the APS/CPS Registry or the Nebraska State Patrol Sex Offender Registry.
  8. Employee has misappropriated Participant's funds.
  9. Employee failed to follow ABLED's General Event Reporting (GER) Policy.
  10. Employee fails to carry insurance as required under this Acknowledgment.
  11. Employee uses an unauthorized staff for temporary substitute services.
6. **Final Payment.** Upon termination Employee's pay will be limited to amounts invoiced for services rendered prior to the termination. ABLED reserves the right to withhold final payment to the Employee until all required documentation is completed and all personal property of the Participant is returned.
7. **No Contractual Interference.** Employee acknowledges that ABLED has an ongoing interest in the well-being and continued provision of services to the Participant. Employee understands that ABLED *executed Contracts with third parties to provide services the Participant*. Employee agrees that Employee will not interfere with ABLED's Contractual relationships regarding the Participant and will not take any action or fail to act in any way that would reasonably be expected to jeopardize ABLED's ability to continue to provide services to the Participant. *Employee agrees to forfeit all money due from ABLED should this provision be violated by actions including removing or causing the removing of Participant from ABLED services.*
8. **Policies and Procedures.** Acknowledges, represents, and warrants that Employee has received a copy of and is familiar with ABLED's Policies and Procedures which are available at [www.abledinc.com](http://www.abledinc.com).
9. **Employee Wage Schedule.** See below.



## EMPLOYEE WAGE SCHEDULE

AUGUST 1, 2022

**ABLED employees will earn the Regular Pay Rates below. Overtime will be paid for hours worked over 40 per week. ABLED will comply with Federal and State wage hour laws including the Fair Labor Standards Act.**

Employees must remain in “Good Standing” to receive the Regular Pay Rates. “Good Standing” means the employee is still employed, has signed the Employee Acknowledgment, is compliant with all policies, has no late or missing documentation, is current on all training, and has no performance issues.

<b>SERVICE</b>	<b>REGULAR PAY RATE</b>
BEHAVIORAL/MEDICAL IN-HOME	\$20.00
INDEPENDENT LIVING	\$24.00
OVERNIGHT STAFF	\$15.00
PREVOCATIONAL	\$24.00
RESPIRE	\$20.00
SECOND STAFF	\$20.00
SUPPORTED EMPLOYMENT	\$24.00
SUPPORTED FAMILY LIVING	\$24.00
COMMUNITY INTEGRATION RISK	\$27.00
COMMUNITY INTEGRATION ADVANCED	\$27.00
COMMUNITY INTEGRATION HIGH	\$20.00
COMMUNITY INTEGRATION INTERMEDIATE	\$12.00
COMMUNITY INTEGRATION BASIC	\$10.00

### NOTE THE FOLLOWING:

- ABLED may deduct 5% from Employee pay for documentation not submitted within 24 hours of providing services. ABLED may assess incremental 5% deductions until employee returns to Good Standing.
- Overtime must be pre-approved by the EVP Operations.
- Community Integration hours are limited to 35 in one week. Independent Living and Supported Family Living are capped at 70 hours for the CDD Waiver and 25 hours for DDAD Waiver per week.
- Additional compensation may be awarded per the above Schedule for additional participants served. Employees will earn the pay rate of \$5.00/hour for any additional participants served at the “Basic” funding tier.

**ABLED Executive Team is solely responsible for these rates. ABLED reserves the right to adjust pay rates as circumstances dictate.**



**I, THE UNDERSIGNED PARTY, ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS ACKNOWLEDGMENT.**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Employee Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
ABLED Signature

David D. Tagart  
CEO ABLED

\_\_\_\_\_  
Date