IDAHO DEPARTMENT OF HEALTH & WELFARE

PARTICIPANT-COMMUNITY SUPPORT WORKER EMPLOYMENT AGREEMENT

This agreement is hereby made between _____, a participant of
Participant's Name
the Self Directed Community Supports (SDCS) option, a Medicaid option administered by the Department of Health and Welfare (Department), and _____,
CSW's Name
a Community Support Worker (CSW).

The participant wants to engage CSW for services under the SDCS option. In exchange, the CSW desires to be paid for services provided to the participant. Both parties understand and agree that payment is made through a Fiscal Employer Agent (FEA), using Medicaid monies and based on time sheets submitted by the CSW and approved by the employer, who is the participant.

To these mutual purposes, the parties promise and agree as follows:

1. CSW services are to be provided in accordance with the participant's SDCS support and spending plan and the "Consumer-Directed Community Supports (CDCS) Option" rules, outlined in IDAPA 16.03.26 (sections 800-846).

2. It is mutually understood the CSW is the employee of the participant, and the participant directs, controls, and approves the CSW's work.

3. The CSW is hired to assist the participant and assumes no legal liability for the participant's conduct.

4. The CSW promises that they meet the following minimum qualifications, as outlined in Section 816 of IDAPA 16.03.26, "Medicaid Plan Benefits".

5. The parties mutually agree that the CSW is not an employee of the Department or the FEA, and that the CSW will not claim any employee benefits from the Department or the FEA, including but not limited to workers' compensation, disability, life, or health insurance.

6. The CSW agrees to notify the participant immediately in the event they are unable to provide the agreed services due to sickness, injury or personal emergency. The CSW must obtain the participant's written approval in advance for any pre-planned absence.

7. The participant shall train the CSW on the duties and responsibilities of the CSW and shall be responsible for approving the accuracy of the CSW's time records.

8. The CSW agrees to provide services in a safe, courteous, and professional manner. The CSW acknowledges that any physical, sexual, or mental abuse or neglect of the participant by the CSW will result in the immediate termination of this agreement and a report being made according to the requirements of Section 39-5303 of the Idaho Code.

9. The CSW agrees to report any observed physical, sexual, or mental abuse, exploitation, or neglect of the participant to adult protection authorities immediately.

10. The CSW understands and agrees they cannot provide or bill for services until:

- An authorized support and spending plan has been submitted to the FEA.
- The signed "Participant-Community Support Worker Employment Agreement" has been submitted to the FEA.
- The signed "Medicaid-Community Support Worker Agreement" has been submitted to the FEA.

11. The CSW understands and agrees that no payment for services will be made until both the CSW and the participant have signed the appropriate time sheets, acknowledging their accuracy, and have submitted them to the FEA.

12. It is mutually understood that Medicaid funding can only pay for services rendered. Under the SDCS option, the CSW will not receive payment for any vacation time, holiday time, overtime, or sick time. Medicaid will not pay wages at an hourly amount in excess of this agreement.

☐ **Please check this box if the employer is requiring the CSW to specifically document activities that support billable time in writing in a manner agreed upon between the employer and the CSW.**

More than forty (40) hours per week of paid work are allowed only if the CSW meets the criteria for employees that are exempted from overtime pay and minimum wage requirements as per the Fair Labor Standards Act.

The participant must obtain and follow guidance from the Idaho Department of Labor to determine if the CSW is exempt from these requirements. It is the responsibility of the participant to ensure the CSW is exempt if the participant requires the CSW to work more than forty (40) hours per week.

The CSW will be paid only for the specific services authorized per the support and spending plan.

The signing of this employment agreement by the participant and the CSW signifies the parties acknowledge the criteria for exemption from overtime and minimum wage requirements will be met prior to scheduling work hours in excess of forty (40) hours per week or agreeing to wages less than minimum wage standards.

13. Terms and conditions of work. **Effective Date:** _____.

COLUMN A	**B**	**C**		**D**		**E**
Service needed	Type of Support ☑ **only one box per row**	Number of hours per year OR Number of miles/year		Wage per hour OR Wage per mile		Annual Cost
	☐ Personal PSS ☐ Job JSS ☐ Transportation TSS (hourly) ☐ Learning LSS ☐ Emotional ESS ☐ Skilled Nursing SNS ☐ Relationship RSS ☐ Transportation Mileage Reimbursement (MR)		**x**		**=**	$ Sub-Total
	☐ Personal PSS ☐ Job JSS ☐ Transportation TSS (hourly) ☐ Learning LSS ☐ **Code for second rate of pay/hour** ☐ Emotional ESS ☐ Skilled Nursing SNS ☐ Relationship RSS ☐ Transportation Mileage Reimbursement (MR) _____ **Fill in code**		**x**		**=**	$ Sub-Total
	☐ Personal PSS ☐ Job JSS ☐ Transportation TSS (hourly) ☐ Learning LSS ☐ **Code for second rate of pay/hour** ☐ **Code for third rate of pay/hour** ☐ Emotional ESS ☐ Skilled Nursing SNS ☐ Relationship RSS ☐ Transportation Mileage Reimbursement (MR) _____ **Fill in code** _____ **Fill in code**		**x**		**=**	$ Sub-Total
	☐ Personal PSS ☐ Job JSS ☐ Transportation TSS (hourly) ☐ Learning LSS ☐ **Code for second rate of pay/hour** ☐ **Code for third rate of pay/hour** ☐ Emotional ESS ☐ Skilled Nursing SNS ☐ Relationship RSS ☐ Transportation Mileage Reimbursement (MR) _____ **Fill in code** _____ **Fill in code**		**x**		**=**	$ Sub-Total
	☐ Personal PSS ☐ Job JSS ☐ Transportation TSS (hourly) ☐ Learning LSS ☐ **Code for second rate of pay/hour** ☐ **Code for third rate of pay/hour** ☐ Emotional ESS ☐ Skilled Nursing SNS ☐ Relationship RSS ☐ Transportation Mileage Reimbursement (MR) _____ **Fill in code** _____ **Fill in code**		**x**		**=**	$ Sub-Total
	☐ Personal PSS ☐ Job JSS ☐ Transportation TSS (hourly) ☐ Learning LSS ☐ **Code for second rate of pay/hour** ☐ **Code for third rate of pay/hour** ☐ Emotional ESS ☐ Skilled Nursing SNS ☐ Relationship RSS ☐ Transportation Mileage Reimbursement (MR) _____ **Fill in code** _____ **Fill in code**		**x**		**=**	$ Sub-Total
				Total Cost of Agreement:		$

14. The CSW must meet the following specific qualifications in order to provide the following services, including attaching a copy of certification/licensure, if applicable, as outlined in IDAPA 16.03.26, subsections 805.03 and 816.01.c:

_____

_____

_____

_____

Age Criteria for CSWs:

- A SDCS CSW cannot be younger than seventeen (17) years of age, except when providing chore services, in which case they may be sixteen (16) years old.

☐ I am under 17, and the support I provide aligns with the Department's guidance.

15. The CSW agrees to take all actions necessary to become the participant's employee and to maintain the employment relationship by submitting necessary documents to the FEA, including:

- Completion of W-4, I-9 and other IRS required forms.
- A copy of this agreement.
- Time-sheets approved by the participant recording hours worked.
- A completed criminal history and background check, including clearance in accordance with IDAPA 16.05.06, "Criminal History and Background Checks".
    - Unless the criminal history and background check is waived, the CSW has applied for a criminal history and background check through the Department of Health and Welfare. **The CSW will list the FEA as the agency/employer, using identification number 6Y6N2V.** .

16. The CSW gives permission to the FEA to notify the participant (employer) of the results of the criminal history and background check. _____
CSW Signature

☐ I am waiving the criminal history and background check requirement. I have completed the attached waiver of liability form. I understand if the criminal history and background check requirement is waived, the CSW cannot receive Medicaid dollars if on a federal or state Medicaid exclusion list._____
Participant or Legal Guardian Signature

The provisions of this agreement represent the entirety of the agreement between the parties. It may be amended only in writing with both parties consenting by their signatures. It is mutually understood this is at will employment. Either party may terminate the employment relationship without cause. This agreement will expire within 365 days of the signature date unless terminated earlier by the participant.

PARTICIPANT Date

LEGAL GUARDIAN (IF APPLICABLE) Date

CSW Date