

07/17/07



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INSTRUCTIONS FOR HIRING AN AGENCY TO PROVIDE COMMUNITY SUPPORT

Self direction participants who want to hire an agency to provide community support workers must follow this process:

1. Contact the agency which employs the community support worker(s) who participant wants to hire.
 - Request that the agency partners with participant so that participant can employ specific worker(s) from the agency.
 - Explain to the agency that they are responsible for processing payroll, payroll taxes and reporting of income and taxes for the workers.
 - Worker(s) remain employees of the agency.
 - Present the agency or contractor with a copy of the Participant – Agency/Community Support Worker Employment Agreement for review. (See attached Agreement.)
 - Explain that the agency is responsible for tasks as detailed in the Employment Agreement.
2. Once the agency agrees to partner with participant, complete Employment Agreement.
 - The Employment Agreement must include total cost associated with the agreement.
 - As per the Agreement, the community support worker(s) must either complete a criminal history check or obtain a signed Waiver of the criminal history check from participant.
 - The verification number of the criminal history check must be included on the Employment Agreement or the signed Waiver must be provided.
3. The Support and Spending Plan must reflect the total cost of the Employment Agreement.
 - The Support and Spending Plan must be authorized by the regional care manager.

07/17/07

4. Submit the Participant – Agency/ Community Support Worker Employment Agreement to the Regional Care Manager.
5. **The Regional Care Manager will ensure that the worker(s) is not listed on the Medicaid Exclusion (from Medicaid payment) list and that the Criminal History Background Check is complete or a Waiver is signed.**
6. The community support worker must provide participant and the agency with a time sheet detailing their work hours each pay period that they work.
 - Participant must validate and sign the time sheet.
 - The community support worker submits the time sheet to the agency.
7. The agency must provide participant with an Invoice each pay period which matches the time sheet.
 - Participant must sign and date the Invoice for it to be valid.
8. The participant submits the Invoice with a Vendor Request for Payment form to Acumen each pay period, using the pay period chart Acumen has provided.
 - The Invoice can include information on more than one worker, as long as time sheets have been signed.
 - The Invoice can include different codes and different rates of pay per worker.
9. The FEA reimburses the agency the amount specified on the Invoice.
10. The agency pays the community support worker.
11. Additional terms regarding the Employment Agreement can be negotiated and added to the Agreement in the space provided.



I D A H O D E P A R T M E N T O F
HEALTH & WELFARE

**Participant- Agency / Community Support Worker
Employment Agreement**

This agreement is hereby made between _____, a participant of the Self-Directed Community Supports (SDCS) Option, a Medicaid option administered by the Department of Health and Welfare (the department), and _____, an agency.

It is mandatory to identify specific community support workers (CSW) who will be supplying services under this agreement.

The names of the individuals who will provide community support services under this agreement are:

The participant wants to hire the agency to provide a CSW for services under the SDCS Option. In exchange, the agency will bill for and provide payment to the CSW 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 participant.

The CSW will remain an employee of the agency and the agency agrees to provide services that might otherwise be the responsibility of the participant, as detailed in the "Additional Terms" section. To these mutual purposes, the parties promise and agree as follows:

1. The CSW services are to be provided in accordance with the participant's SDCS Option Support and Spending Plan, and the SDCS Option rules, outlined in *IDAPA 16.03.13*, "Consumer-Directed Services."
2. The CSW remains the employee of the agency but will provide services as directed, controlled, and approved by the participant.
3. The CSW is hired to help the participant and assumes no legal liability for the participant's conduct.
4. The agency will ensure that the CSW meets the minimum qualifications to be a CSW, as outlined in Section 136 of *IDAPA 16.03.13*, "Consumer-Directed Services."
5. The CSW is an employee of the agency and is not an employee of the SDCS Option or the FEA, and agree that the CSW is not entitled to nor will make claim for any employee benefits from the SDCS Option or the FEA, including but not limited to worker's compensation, disability, life insurance, or health insurance.

6. The agency will notify the participant immediately in the event the CSW is 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. Unless the participant specifies otherwise in the "Additional Terms" section of this agreement, the agency will train the CSW on the duties and responsibilities of a CSW.
8. The agency will be responsible for ensuring the accuracy of CSW's time records.
9. The agency will train the CSW and require the CSW to provide services in a safe, courteous, and professional manner. The agency 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 in Section 39-5303, *Idaho Code*.
10. The agency will train the CSW and require the CSW to report any observed physical, sexual, or mental abuse, and any exploitation or neglect of the participant to adult protection authorities immediately.
11. The agency cannot provide or bill for services until:
 - An authorized "Support and Spending Plan" has been submitted to the FEA.
 - The CSW has either cleared the criminal history background check or has a waiver signed by the participant.
12. The agency will not be paid for services until:
 - A time sheet has been submitted to and signed by the participant.
 - An invoice that correlates to the CSW's time sheet has been supplied by the agency and signed by the participant.
 - The invoice has been submitted to the FEA.
13. Medicaid funding can only pay for services that are provided. Under the SDCCS option, Medicaid will not reimburse the agency or the CSW for any vacation time, holiday time, overtime, or sick time. Medicaid will not pay wages at an hourly amount in excess of this agreement.

The agency will ensure that any CSW who performs paid work in excess of 40 hours a week or works for less than minimum wage has met the criteria for exemption from the requirements for overtime and minimum wage, according to the Fair Labor Standards Act and the Idaho Department of Commerce and Labor.

The agency will provide the following services to the participant:

COLUMN A Service Needed	B Type of Support <input checked="" type="checkbox"/> only one box	C Number of hours/ year OR Number of miles/year	D Wage per hour Or Rate per mile	E Annual Cost	
	<input type="checkbox"/> Personal PSS <input type="checkbox"/> Emotional ESS <input type="checkbox"/> Job JSS <input type="checkbox"/> Skilled Nursing SNS <input type="checkbox"/> Transportation TSS <input type="checkbox"/> Relationship RSS <input type="checkbox"/> Learning LSS <input type="checkbox"/> Transportation Mileage Reimbursement		X	=	\$ Sub-Total
	<input type="checkbox"/> Personal PSS <input type="checkbox"/> Emotional ESS <input type="checkbox"/> Job JSS <input type="checkbox"/> Skilled Nursing SNS <input type="checkbox"/> Transportation TSS <input type="checkbox"/> Relationship RSS <input type="checkbox"/> Learning LSS <input type="checkbox"/> Transportation Mileage Reimbursement <input type="checkbox"/> Code for second rate of pay/hour _____ Fill in code		X	=	\$ Sub-Total
	<input type="checkbox"/> Personal PSS <input type="checkbox"/> Emotional ESS <input type="checkbox"/> Job JSS <input type="checkbox"/> Skilled Nursing SNS <input type="checkbox"/> Transportation TSS <input type="checkbox"/> Relationship RSS <input type="checkbox"/> Learning LSS <input type="checkbox"/> Transportation Mileage Reimbursement <input type="checkbox"/> Code for second rate of pay/hour _____ Fill in code <input type="checkbox"/> Code for third rate of pay/hour _____ Fill in code		X	=	\$ Sub-Total
	<input type="checkbox"/> Personal PSS <input type="checkbox"/> Emotional ESS <input type="checkbox"/> Job JSS <input type="checkbox"/> Skilled Nursing SNS <input type="checkbox"/> Transportation TSS <input type="checkbox"/> Relationship RSS <input type="checkbox"/> Learning LSS <input type="checkbox"/> Transportation Mileage Reimbursement <input type="checkbox"/> Code for second rate of pay/hour _____ Fill in code <input type="checkbox"/> Code for third rate of pay/hour _____ Fill in code		X	=	\$ Sub-Total
	<input type="checkbox"/> Personal PSS <input type="checkbox"/> Emotional ESS <input type="checkbox"/> Job JSS <input type="checkbox"/> Skilled Nursing SNS <input type="checkbox"/> Transportation TSS <input type="checkbox"/> Relationship RSS <input type="checkbox"/> Learning LSS <input type="checkbox"/> Transportation Mileage Reimbursement <input type="checkbox"/> Code for second rate of pay/hour _____ Fill in code <input type="checkbox"/> Code for third rate of pay/hour _____ Fill in code		X	=	\$ Sub-Total
	<input type="checkbox"/> Personal PSS <input type="checkbox"/> Emotional ESS <input type="checkbox"/> Job JSS <input type="checkbox"/> Skilled Nursing SNS <input type="checkbox"/> Transportation TSS <input type="checkbox"/> Relationship RSS <input type="checkbox"/> Learning LSS <input type="checkbox"/> Transportation Mileage Reimbursement <input type="checkbox"/> Code for second rate of pay/hour _____ Fill in code <input type="checkbox"/> Code for third rate of pay/hour _____ Fill in code		X	=	\$ Sub-Total
	<input type="checkbox"/> Personal PSS <input type="checkbox"/> Emotional ESS <input type="checkbox"/> Job JSS <input type="checkbox"/> Skilled Nursing SNS <input type="checkbox"/> Transportation TSS <input type="checkbox"/> Relationship RSS <input type="checkbox"/> Learning LSS <input type="checkbox"/> Transportation Mileage Reimbursement <input type="checkbox"/> Code for second rate of pay/hour _____ Fill in code <input type="checkbox"/> Code for third rate of pay/hour _____ Fill in code		X	=	\$ Sub-Total
	Total Cost of Agreement:				\$

The CSW must meet the following specific qualifications in order to provide the above services including attaching a copy of the certification/licensure, if applicable, as outlined in subsections 120.05 and 150.01:

15. Additional terms of this agreement are as follows:

The provisions of this agreement represent the entirety of the agreement between the parties. It can be amended only in writing with both parties consenting by their signatures. It is mutually understood that this is employment at will. Either party can terminate the employment relationship without cause with two weeks notice. This agreement can be terminated at any time by the participant due to unsatisfactory worker or contractor performance.

Participant	Date
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Legal Guardian (if applicable)	Date
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Agency if Applicable	Date
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