



IDAHO DEPARTMENT OF
HEALTH & WELFARE

PARTICIPANT-SUPPORT BROKER EMPLOYMENT AGREEMENT

This agreement is hereby made between _____ a Participant of the
Participant's Name

Family-Directed Community Supports (FDCS) Option, a Medicaid option administered by the Department of Health and Welfare (department), and _____ a Support Broker.
Support Broker's Name

The participant wants to hire the support broker for services under the FDCS Option. In exchange, the support broker wants to be paid for the 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 support broker and approved by the employer, who is the participant.

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

1. Support broker services are to be provided in accordance with "Participant-Support Broker Agreement," and the FDCS rules, according to the Idaho Administrative Procedures Act (IDAPA) 16.03.13, "Consumer-Directed Services."
2. The support broker is hired to help the participant, and assumes no responsibility for the Participant's conduct.
3. That the Support Broker is an employee of the Participant and not an employee of the FDCS Option or the FEA, and agree that the Support Broker is not entitled to, nor will make claim for any employee benefits from the FDCS Option or the FEA, including but not limited to, worker's compensation, disability, life insurance, or health insurance.
4. The Support Broker will take all actions necessary to become the Participant's employee, and to maintain the employment relationship by submitting necessary documents to the FEA, including:
 - A "Support Broker Letter of Approval" from the Department.
 - A Completed W-4, I-9, and other IRS required forms.
 - A completed criminal history check, including clearance in accordance with *IDAPA* 16.05.06, "Criminal History and Background Checks".
 - A copy of this agreement.
 - Participant approved time sheets that record the hours the support broker worked.
5. The Support Broker will provide all required support broker duties outlined in Subsection 136.02 of *IDAPA* 16.03.13, "Consumer-Directed Services" and, as mutually agreed upon with the Participant, the optional support broker duties outlined in Subsection 136.03 of *IDAPA* 16.03.13, "Consumer-Directed Services."
6. The Support Broker's wage is not to exceed \$18.72 per hour. It is mutually understood that any overtime hours or services not described in the Participant's "Family-Directed Community Supports Support and Spending Plan," or described elsewhere in this agreement, are not covered by or paid through this agreement.

7. Terms and conditions of work (job duties). **Effective Date:** _____.

Please check this box if employer is requiring the support broker to specifically document activities that support billable time in writing in a manner agreed upon between the employer and the support broker and identified in the “other” section of the agreement.

Service or Task Identify the activity that will be completed under each service or task.	Service Code	Number of hours per year needed to perform this task		Wage per hour		Annual Cost
Person centered planning participation includes:	<input type="checkbox"/> SBS <input type="checkbox"/> SB2 <input type="checkbox"/> SB3		x		=	\$ Sub Total
Developing the written Support and Spending Plan includes:	<input type="checkbox"/> SBS <input type="checkbox"/> SB2 <input type="checkbox"/> SB3		x		=	\$ Sub Total
Helping the employer to review and monitor the budget includes:	<input type="checkbox"/> SBS <input type="checkbox"/> SB2 <input type="checkbox"/> SB3		x		=	\$ Sub Total
Submitting the employer satisfaction documentation to the department as requested includes:	<input type="checkbox"/> SBS <input type="checkbox"/> SB2 <input type="checkbox"/> SB3		x		=	\$ Sub Total
Participating in the quality assurance process with the department includes:	<input type="checkbox"/> SBS <input type="checkbox"/> SB2 <input type="checkbox"/> SB3		x		=	\$ Sub Total
Helping the employer with the annual re-determination process includes:	<input type="checkbox"/> SBS <input type="checkbox"/> SB2 <input type="checkbox"/> SB3		x		=	\$ Sub Total
Helping the employer to meet participant responsibilities includes:	<input type="checkbox"/> SBS <input type="checkbox"/> SB2 <input type="checkbox"/> SB3		x		=	\$ Sub Total
Criminal History Check Waiver Process (example: complete waiver form, education and counseling to participant and circle of support, assist with detailing rationale for waiver and identifying how health and safety will be protected).	<input type="checkbox"/> SBS <input type="checkbox"/> SB2 <input type="checkbox"/> SB3		x		=	\$ Sub Total
Other: Give details of job duties:	<input type="checkbox"/> SBS <input type="checkbox"/> SB2 <input type="checkbox"/> SB3		x		=	\$ Sub Total
Total Cost of Annual Support:						\$

The support broker agrees not to provide or bill for services until:

- An authorized “Support and Spending Plan” has been submitted to the FEA.
- The signed “Employment Agreement” has been submitted to the FEA.
- The signed “Medicaid-Support Broker Agreement” has been submitted to the FEA.

Medicaid funding can only pay for services that are provided. Under the provision of this agreement, the employee cannot bill for holiday, vacation, or sick time taken. Overtime hours are not allowed.

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 with their signatures. It is mutually understood that this is employment at will. Either party can terminate the relationship without cause with 30 days notice. This agreement can be terminated immediately at any time by the participant due to unsatisfactory support broker performance.

Participant Signature

Date

Legal Guardian Signature (if applicable)

Date

Support Broker Signature

Date