



## Self-Direction Option for the Community Choices Waiver Employer Service Agreement

### I. Employer Responsibilities – I agree/understand the following:

1. I will receive assistance from my support coordinator and the Louisiana Department of Health (LDH)/Office of Aging and Adult Services (OAAS), or its designee, in order to ensure continued participation in the Self-Direction option.
2. I choose to be the legal employer of the employee(s) who will provide services to me (or the participant that I have been authorized to represent). The employer is not the Fiscal Employer Agent (FEA) or the State of Louisiana. I must recruit, hire, train, and supervise my employees and perform and fulfill the duties of an employer, in accordance with applicable state and federal regulations and the policies and procedures of Self-Direction.
3. My support coordinator will provide me with enrollment materials and guidance to complete each form. It is my responsibility to ensure all forms that my employee(s) and/or I complete are correct and submitted timely.
4. The FEA will send me automated (general announcement) communications and information electronically (i.e. email) including, but not limited to payroll reports. I understand that I can request to receive all information through U.S. Mail service and not through email.
5. The FEA will fulfill my payroll duties and must clear all applicants/potential employee(s) for hire before I can hire them or allow them to perform any work for me (or the participant).
6. I must comply and pay all of my employee(s) in accordance with the Department of Labor Regulations including the Fair Labor Standards Act and the Final Rule effective **December 1, 2016** (Federal Link: [https://www.dol.gov/whd/homecare/homecare\\_guide.pdf](https://www.dol.gov/whd/homecare/homecare_guide.pdf)) and according to
7. All applicants/potential new employees must have a criminal history background check conducted by the FEA and the applicant may not be hired if they have a conviction that bars employment.
8. I am responsible for conducting ongoing checks of current employees on the Louisiana State Adverse Actions List Search and the Office of Inspector General (OIG) List of Excluded Individuals databases as outlined in the OAAS CCW Self-Direction Employer Handbook. The results of these reports must be printed and kept confidential.
9. I will not allow employee(s) to begin work until I receive a “good to go” date and the employee(s) is active in the system.
10. I am responsible for meeting my staffing needs and have the primary responsibility

for making arrangements for back-up services in the event that an employee is unable to work on a scheduled day.

11. I have primary responsibility for having a functional or working Emergency Plan in place, in the event of a disaster.
12. I must determine my employees' duties consistent with the service specifications. I am responsible for giving each employee a job description and/or employment agreement, which contains the duties of the job.
13. I am responsible for making sure each employee complies with all training requirements as established by LDH/OAAS or its designee. I also understand that my employees must comply with all applicable training requirements in order for the employee to be paid for working.
14. I am responsible for planning my employees' schedules and understand that services must be provided in accordance with my approved Plan of Care (POC) and within the limits of the program specifications.
15. The FEA will only make payments on my behalf in accordance with the authorized amounts and hours approved in my POC consistent with program specifications.
16. I am responsible for making sure that my employee(s) clock in when they start providing services to me and clock out when they stop providing services to me using the Electronic Visit Verification (EVV) system.
17. I must approve that my employees' submitted hours were actually worked, using a mobile application or a computer.
18. All paper payment requests must have my approval signature and date unless it is submitted through the FEA's online time entry system.
19. Payment of my claims may be from Federal and State funds, and I may be prosecuted under applicable Federal or State laws, for any false claims, false statements or documents, or concealment of a material fact. Any misuse of funds may result in being fined or penalized including but not limited to the repayment of claims. Any collection costs or legal fees will be my responsibility to pay.
20. I must review my payroll reports which includes information on my remaining available balance for the quarter. I accept responsibility for payment of any overtime and hours worked above what is approved and authorized in my POC.
21. I must pay my employees overtime, which is 1½ times the regularly hourly pay wage, for any hours that they work over 40 hours in a work week.
22. Service logs, including progress notes, must be completed in accordance with the LDH/OAAS' instructions for completing this documentation.
23. I am responsible for maintaining all required documentation and providing for the retention of records in accordance with the Self-Direction policies and procedures.
24. I am responsible for evaluating my employees' performance.

25. I must notify the FEA immediately if an employee is injured on the job.
26. I must notify the FEA and the support coordinator of the date and reason when I fire/terminate an employee.
27. I must report critical incidents in accordance with the policies and procedures specified in the OAAS CCW Self-Direction Employer Handbook.
28. I must follow all policies and procedures as specified in the OAAS CCW Self-Direction Employer Handbook and any notifications issued by LDH. I understand and agree that if I do not follow the Self-Direction policies and procedures that I may be involuntarily terminated from this option. Furthermore, I am also responsible for repayment of any over payments or improper billing for which payment has been received.
29. I must **IMMEDIATELY** report any changes to my support coordinator that may affect my eligibility, safety and/or need for services.
30. I must **IMMEDIATELY** notify the FEA and my support coordinator when I am admitted to and discharged from a hospital or nursing facility. I understand that I cannot pay my employees on days that I am admitted as a patient and receiving care at a hospital or nursing facility.
31. I must notify the FEA **IMMEDIATELY** of any changes (e.g. loss of Medicaid, hospitalization, placement in a facility, etc.) that affect my eligibility for Self-Direction. I may be responsible for payment of any work performed during a loss of eligibility.

## **II. Support Coordinator Responsibilities - I agree that my support coordinator has:**

1. Assisted me with learning about choices and options for services.
2. Informed me of all Self-Direction rules, policies and procedures and all CCW program rules, policies and procedures.
3. Assisted me with determining the supports I need to participate in Self-Direction (e.g. minimum number of employee(s) needed, access to fax machine or internet, etc.).
4. Assisted me with developing my POC, Back-Up Staffing Plan and Emergency Plan.
5. Provided me with a copy of the OAAS CCW Self-Direction Employer Handbook and all of the documents in the Appendices, including print outs of the linked documents.
6. Advised me on the material contained in the OAAS CCW Self-Direction Employer Handbook, which includes information on the following:
  - The process for hiring employees;
  - How to orient and instruct my employees in duties;
  - How to evaluate my employees' performance; and
  - How to instruct my employee(s) in completing service logs that include progress notes and critical incident reports.

7. Assisted me with preparing and completing required forms for my participation in Self-Direction.
8. Assisted me with developing a job description, task list, and work schedule for my employees consistent with the approved POC.
9. Assisted and will continue to assist me with budget planning and determining my employees' wages within the program guidelines.
10. Informed me of the beginning annual balance of hours that I have available for use in Self-Direction.

### **III. Signature of Understanding and Agreement**

My signature below confirms my understanding and agreement to abide by the terms, conditions, and responsibilities as stated above. I have also received, reviewed, and understand the requirements indicated in the OAAS CCW Self-Direction Employer Handbook.

**Name of Participant (Print):** \_\_\_\_\_

**Name of Employer** (if other than participant) (Print): \_\_\_\_\_

**Phone:** (\_\_\_\_) \_\_\_\_\_ **Email Address:** \_\_\_\_\_

\_\_\_\_\_  
**Employer's Signature**

\_\_\_\_\_  
**Date**