



## Self-Direction Option for Community Choices Waiver EMPLOYEE AGREEMENT

### DESCRIPTION/DEFINITIONS:

**Self-Direction** is a service delivery option which allows eligible Medicaid waiver participants (or their responsible representative) to become the employer of the employees they choose to hire to provide supports and work for them.

Self-Direction is supported by both federal and state funds. These funds are used to pay **employees** to provide specific services to eligible participants as authorized by OAAS.

The **Plan of Care** (POC) is a document which specifies:

- the participant's needs and the types of tasks required to meet those needs;
- the amount of time, frequency, and duration required for delivery of the participant's services;
- the participant's personal outcomes, or goals, and the strategies to help him/her achieve or maintain his/her personal outcomes; and
- the people who will assist the participant in meeting his/her personal outcomes.

The participant's Plan of Care must be updated at least annually and be approved by the OAAS Regional Office or its designee.

The **Fiscal Employer Agent** (FEA) is a private entity which will process the employment-related payroll and withhold the necessary taxes on behalf of the employer.

The **Support Coordination Agency/Support Coordinator** is a resource to assist participants and/or their responsible representatives in the coordination of needed services. The support coordinator monitors the participant's service delivery to ensure that services meet his/her needs.

### AGREEMENTS – The employee agrees/understands the following:

1. Neither the Louisiana Department of Health nor the FEA is the employer and they are not responsible for the actions of the employer.
2. To accept payment from the FEA as payment in full for services provided.
3. To provide only the services authorized on the POC.
4. Must meet the necessary skills and requirements to be able to perform the services hired to perform.
5. Employees may not transport participants as part of their employment responsibilities unless they have a valid driver's license, current state inspection sticker, and current proof of automobile insurance as required by the State of Louisiana.
6. The funds used to pay the employee are Medicaid funds. The submission of false information on timesheets and service logs, including progress notes, may subject the employee to criminal action, in addition to repayment of any funds.
7. Federal income tax withholding, Medicare, social security, and Louisiana state

income tax withholding (as applicable) shall be withdrawn from the employee's wages per state and federal laws.

8. Must complete any requested training (if applicable).
9. Work performed in excess of the authorized amount or service limits will not be paid by LDH nor the FEA.
10. To provide only the services authorized in the participant's POC. The employee's duties must be consistent with the service specifications for the service he/she provides in accordance with program policies and procedures, in addition to the OAAS Self-Direction Employer Handbook.
11. To complete service logs, including progress notes, each time he/she provides a paid service.
12. To provide information to LDH or its designee regarding the service for which payment was received, if requested.
13. To maintain all information regarding the employer, participant, his/her family, in a confidential manner.
14. To immediately notify a person designated by the employer of any medical emergency, illness, or visits to a physician.
15. If you suspect an adult (ages 18 - 59 or a person under 18 who has been legally declared an adult) has been abused or mistreated, you are required to report it to Adult Protective Services at 1-800-898-4910.
16. If you suspect an adult who is age 60 or older and has been abused or mistreated, you are required to report to Elderly Protective Services at 1-833-577-6532.
17. To report all critical incidents, as specified in the OAAS Self-Direction Employer Handbook, to the participant's support coordinator.
18. Employment is contingent upon the employer's participation in Self-Direction.

My signature below confirms my understanding and agreement to abide by the terms, conditions and responsibilities as stated above. I also agree to follow the policies and procedures of Self-Direction under the OAAS Community Choices Waiver program.

**Name of Participant:** \_\_\_\_\_

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

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

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

**Name of Employee:** \_\_\_\_\_

\_\_\_\_\_  
**Employee's Signature**

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