



IDAHO DEPARTMENT OF
HEALTH & WELFARE

**PARTICIPANT-COMMUNITY SUPPORT WORKER
EMPLOYMENT AGREEMENT**

This agreement is hereby made between _____, a Participant of
the Family-Directed Community Supports (SDCS) Option, a Medicaid Option administered by
the Department of Health and Welfare (Department), and _____,
a Community Support Worker (CSW).

Participant's Name

CSW's Name

The Participant desires to engage CSW for services under the FDCS 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 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 FDCS Support and Spending Plan, and the Consumer Directed Community Supports rules, outlined in IDAPA 16.03.26 (sections 800-846)."
2. It is mutually understood that CSW is the employee of the Participant, and that 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 CSW is an employee of the Participant and is not an employee of the FDCS Option or the Fiscal Employer Agent (FEA), and agree that the CSW 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 or health insurance.
6. The CSW agrees to notify the Participant immediately in the event he/she 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. The Participant shall train the CSW on the duties and responsibilities of the CSW and shall be responsible for approving the accuracy of CSW's time records.

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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 in Section 39-5303, Idaho Code.

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

10. The CSW understands and agrees that they cannot 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-CSW 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 FDCS 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 Community Support Worker to specifically document activities that support billable time in writing in a manner agreed upon between the employer and the Community Support Worker.**

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 and Commerce to determine if the CSW is exempt from these requirements. It is the responsibility of the participant to ensure that 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 as per the Support and Spending Plan.

The signing of this Employment Agreement by the participant and the CSW signifies that the parties acknowledge that 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 ☐ Emotional ESS ☐ Job JSS ☐ Skilled Nursing SNS ☐ Transportation TSS (hourly) ☐ Relationship RSS ☐ Learning LSS ☐ Transportation Mileage Reimbursement (MR)		x	= \$ Sub-Total
	☐ Personal PSS ☐ Emotional ESS ☐ Job JSS ☐ Skilled Nursing SNS ☐ Transportation TSS (hourly) ☐ Relationship RSS ☐ Learning LSS ☐ Transportation Mileage Reimbursement (MR) ☐ Code for second rate of pay/hour _____ Fill in code		x	= \$ Sub-Total
	☐ Personal PSS ☐ Emotional ESS ☐ Job JSS ☐ Skilled Nursing SNS ☐ Transportation TSS (hourly) ☐ Relationship RSS ☐ Learning LSS ☐ Transportation Mileage Reimbursement (MR) ☐ Code for second rate of pay/hour _____ Fill in code ☐ Code for third rate of pay/hour _____ Fill in code		x	= \$ Sub-Total
	☐ Personal PSS ☐ Emotional ESS ☐ Job JSS ☐ Skilled Nursing SNS ☐ Transportation TSS (hourly) ☐ Relationship RSS ☐ Learning LSS ☐ Transportation Mileage Reimbursement (MR) ☐ Code for second rate of pay/hour _____ Fill in code ☐ Code for third rate of pay/hour _____ Fill in code		x	= \$ Sub-Total
	☐ Personal PSS ☐ Emotional ESS ☐ Job JSS ☐ Skilled Nursing SNS ☐ Transportation TSS (hourly) ☐ Relationship RSS ☐ Learning LSS ☐ Transportation Mileage Reimbursement (MR) ☐ Code for second rate of pay/hour _____ Fill in code ☐ Code for third rate of pay/hour _____ Fill in code		x	= \$ Sub-Total
	☐ Personal PSS ☐ Emotional ESS ☐ Job JSS ☐ Skilled Nursing SNS ☐ Transportation TSS (hourly) ☐ Relationship RSS ☐ Learning LSS ☐ Transportation Mileage Reimbursement (MR) ☐ Code for second rate of pay/hour _____ Fill in code ☐ Code for third rate of pay/hour _____ Fill in code		x	= \$ Sub-Total
Total Cost of Agreement:				\$

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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 (applies to Non-Waiver and Waiver eligible participants):

- Minimum age of in-home worker, with adult caretaker present: 16
- Minimum age of community support, skill building or behavior management: 18
- Minimum age to transport into community: 18

☐ The CSW meets the above age criteria.

15. The CSW agrees to take all actions necessary to become 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 Participant recording hours worked.
- Completion of a criminal history check, including clearance in accordance with IDAPA 16.05.06, "Rules Governing Mandatory Criminal History Checks"
 - Unless the Criminal History Background Check is Waived, the CSW has applied for a Criminal History Background Check through the Department of Health and Welfare.
The CSW will list the FEA as the agency/employer, using identification number:

☐ The CSW gives permission to the fiscal employer agent to notify the Participant (Employer) of the results of the Criminal History Background Check. _____

CSW Signature

☐ I am waiving the Criminal History Check requirement. I have completed the attached Waiver of Liability form. I understand that even if CHC is waived the CSW cannot receive Medicaid dollars if he is on a federal or state Medicaid exclusion list. _____

Parent 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 that this is employment at will. Either party may terminate the employment relationship without cause upon two weeks notice. This agreement may be terminated at any time by the Participant due to unsatisfactory CSW performance.

PARTICIPANT SIGNATURE

Date

LEGAL GUARDIAN (IF APPLICABLE) SIGNATURE

Date

CSW SIGNATURE

Date

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