IDAHO DEPARTMENT OF HEALTH & WELFARE

PARTICIPANT- INDEPENDENT CONTRACTOR

WORK AGREEMENT

This agreement is hereby made between_____, a participant of the Family-Directed Community Supports (FDCS) option, a Medicaid option administered by the Department of Health and Welfare (Department), and

_____ , an independent contractor, hereafter referred to as 'contractor.'

The participant desires to engage contractor to provide services under the SDCS option. In exchange, contractor will bill 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 invoices submitted by contractor and approved by the participant. To these mutual purposes, the parties promise and agree as follows:

1. Contractor services are to be provided in accordance with the participant's SDCS option support and spending plan, and the FDCS option rules, outlined in IDAPA 16.03.26 (Sections 800-846), "Consumer-Directed Community Supports (CDCS) Option".

2. It is mutually understood that contractor is an independent worker and not the employee of the participant and as such, is responsible for filing tax information with the Internal Revenue Service.

3. Contractor will provide services as directed, controlled and approved by the participant.

4. Contractor is hired to assist the participant and assumes no legal liability for the participant's conduct.

5. Contractor ensures that they meet the minimum qualifications to be a support worker, as outlined in Section 816 of IDAPA 16.03.26, "Medicaid Plan Benefits".

6. The parties mutually agree that contractor is not an employee of the Department or the FEA, and agree that contractor is not entitled to nor will make claim for any employee benefits from the Department or the FEA, including but not limited to, workers' compensation, disability, life or health insurance.

7. Contractor agrees to notify the participant immediately in the event that they are unable to provide the agreed services due to sickness, injury or personal emergency.

8. Contractor agrees to provide services in a safe, courteous and professional manner. Any physical, sexual or mental abuse or neglect of the participant by the contractor will result in the immediate termination of this agreement and a report being made according to the requirements in Section 39-5303 of the Idaho Code.

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

10. Contractor understands and agrees that they cannot provide or bill for services until:

a.) An authorized support and spending plan has been submitted to the FEA.

b.) Contractor has either cleared the criminal history and background check or has a waiver signed by the participant.

11. Contractor understands they will not be paid for services until:

a.) An invoice has been submitted to and signed by the participant.

b.) The invoice has been submitted to the FEA.

12. It is mutually understood that Medicaid funding can only pay for services rendered. Under the SDCS option, Medicaid will not reimburse contractor for any vacation time, holiday time, overtime or sick time. Medicaid will not pay wages at an amount in excess of this agreement.

13. Contractor will provide the following service(s) to the participant:

Service needed	**Type of Support** ☑ only one box	Frequency How often or how many hours:		Duration: How long a period of time will the service be offered:		Annual Cost
	☐ Personal PSS ☐ Emotional ESS ☐ Job JSS ☐ Skilled Nursing SNS ☐ Transportation TSS ☐ Relationship RSS ☐ Learning LSS		x		=	$ Sub-Total
	☐ Personal PSS ☐ Emotional ESS ☐ Job JSS ☐ Skilled Nursing SNS ☐ Transportation TSS ☐ Relationship RSS ☐ Learning LSS		x		=	$ Sub-Total
	☐ Personal PSS ☐ Emotional ESS ☐ Job JSS ☐ Skilled Nursing SNS ☐ Transportation TSS ☐ Relationship RSS ☐ Learning LSS		x		=	$ Sub-Total
	TOTAL COST OF AGREEMENT				=	$ TOTAL

14. Contractor must meet the following specific qualifications in order to provide the above services including attaching copy of certification/licensure, if applicable, as outlined in IDAPA 16.03.26, subsections 805.03 and 816.01.c:

_____

_____

15. Additional terms of this agreement are as follows:

_____

_____

_____

16. Unless the criminal history and background check is waived, the community support worker or contractor has applied for a criminal history and background check through the Department of Health and Welfare. **The Employer Identification Number for the criminal history and background check is .**
Use this number when applying for the criminal history and background check. This number allows the Department of Health and Welfare, Division of Medicaid, and its contracting fiscal intermediary to access results of the criminal history and background check.

Contractor gives permission to the Department of Health and Welfare, Division of Medicaid, to notify the participant (employer) of the results of the criminal history and background check.

_____
Signature.

☐ I am waiving the criminal history and background check requirement. I have completed the attached waiver of liability form. I understand that even if criminal history and background check is waived contractor cannot receive Medicaid dollars if he is on a federal or state Medicaid exclusion list.

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. This agreement will expire within 365 days of the signature date unless terminated earlier by the participant due to unsatisfactory contractor performance.

PARTICIPANT Date

LEGAL GUARDIAN (IF APPLICABLE) Date

INDEPENDENT CONTACTOR Date