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 the participant's FDCS support and spending plan and the "Consumer-Directed Community Supports (CDCS) Option" rules, outlined in IDAPA 16.03.26 (sections 800-846).
2. The support broker is hired to help the participant and assumes no responsibility for the participant's conduct.
3. The support broker is an employee of the participant, but not an employee of the Department or the FEA, and that the support broker will not claim any employee benefits from the Department or the FEA, including but not limited to workers' compensation, disability, life, 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 Qualification Notice" from the Department.
   - A completed W-4, I-9, and other IRS required forms.
   - A completed criminal history and background 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 811.03 of IDAPA 16.03.26, "Medicaid Plan Benefits", and, as mutually agreed upon with the participant, the optional support broker duties outlined in subsection 811.04 of IDAPA 16.03.26, "Medicaid Plan Benefits".
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 support and spending plan, or described elsewhere in this agreement, are not covered by or paid through this agreement.
7. The support broker will complete all documentation of billable time in writing as required by the Department including documentation of the date and type of service provided and billed for, as identified in subsection 811.05 of IDAPA 16.03.26.

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

| **Service or Task**<br>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**<br>**per hour** | | **Annual Cost** |
|---|---|---|---|---|---|---|
| Person centered planning participation includes: | ☐ SBS<br>☐ SB2<br>☐ SB3 | | x | | = | $<br>Sub Total |
| Developing the written support and spending plan includes: | ☐ SBS<br>☐ SB2<br>☐ SB3 | | x | | = | $<br>Sub Total |
| Helping the employer to review and monitor the budget includes: | ☐ SBS<br>☐ SB2<br>☐ SB3 | | x | | = | $<br>Sub Total |
| Submitting the employer satisfaction documentation to the Department as requested includes: | ☐ SBS<br>☐ SB2<br>☐ SB3 | | x | | = | $<br>Sub Total |
| Participating in the quality assurance process with the Department includes: | ☐ SBS<br>☐ SB2<br>☐ SB3 | | x | | = | $<br>Sub Total |
| Helping the employer with the annual re-determination process includes: | ☐ SBS<br>☐ SB2<br>☐ SB3 | | x | | = | $<br>Sub Total |
| Helping the employer to meet participant responsibilities includes: | ☐ SBS<br>☐ SB2<br>☐ SB3 | | x | | = | $<br>Sub Total |
| Criminal History and Background 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). | ☐ SBS<br>☐ SB2<br>☐ SB3 | | x | | = | $<br>Sub Total |
| Other: Give details of job duties: | ☐ SBS<br>☐ SB2<br>☐ SB3 | | x | | = | $<br>Sub Total |
| | | | | **Total Cost of Annual Support:** | | $ |

9. 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 "Participant-Support Broker 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 rendered. 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. The support broker can terminate the relationship without cause with 30 days notice. This agreement will expire within 365 days of the signature date unless terminated earlier by the participant. The 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