



IDAHO DEPARTMENT OF
HEALTH & WELFARE

PARTICIPANT-SUPPORT BROKER EMPLOYMENT AGREEMENT

This agreement is hereby made between _____ a Participant of the
Participant's Name

Self-Directed Community Supports (SDCS) 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 Self-Directed Community Supports 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 "Participant-Support Broker Agreement," and the Self-Directed Community Supports rules, according to the Idaho Administrative Procedures Act (IDAPA) 16.03.13, "Consumer-Directed Services."
2. The support broker is hired to help the participant, and assumes no responsibility for the Participant's conduct.
3. That the Support Broker is an employee of the Participant and not an employee of the Self-Directed Community Support Option or the FEA, and agree that the Support Broker is not entitled to, nor will make claim for any employee benefits from the Self-Directed Community Support Option or the FEA, including but not limited to, worker's compensation, disability, life insurance, 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 Letter of Approval" from the Department.
 - A Completed W-4, I-9, and other IRS required forms.
 - A completed criminal history 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 136.02 of *IDAPA* 16.03.13, "Consumer-Directed Services" and, as mutually agreed upon with the Participant, the optional support broker duties outlined in Subsection 136.03 of *IDAPA* 16.03.13, "Consumer-Directed Services."
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 "Self-Directed Community Supports Support and Spending Plan," or described elsewhere in this agreement, are not covered by or paid through this agreement.

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

Please check this box if employer is requiring the support broker to specifically document activities that support billable time in writing in a manner agreed upon between the employer and the support broker and identified in the “other” section of the agreement.

Service or Task 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 per hour		Annual Cost
Person centered planning participation includes:	<input type="checkbox"/> SBS <input type="checkbox"/> SB2 <input type="checkbox"/> SB3		x		=	\$ Sub Total
Developing the written Support and Spending Plan includes:	<input type="checkbox"/> SBS <input type="checkbox"/> SB2 <input type="checkbox"/> SB3		x		=	\$ Sub Total
Helping the employer to review and monitor the budget includes:	<input type="checkbox"/> SBS <input type="checkbox"/> SB2 <input type="checkbox"/> SB3		x		=	\$ Sub Total
Submitting the employer satisfaction documentation to the department as requested includes:	<input type="checkbox"/> SBS <input type="checkbox"/> SB2 <input type="checkbox"/> SB3		x		=	\$ Sub Total
Participating in the quality assurance process with the department includes:	<input type="checkbox"/> SBS <input type="checkbox"/> SB2 <input type="checkbox"/> SB3		x		=	\$ Sub Total
Helping the employer with the annual re-determination process includes:	<input type="checkbox"/> SBS <input type="checkbox"/> SB2 <input type="checkbox"/> SB3		x		=	\$ Sub Total
Helping the employer to meet participant responsibilities includes:	<input type="checkbox"/> SBS <input type="checkbox"/> SB2 <input type="checkbox"/> SB3		x		=	\$ Sub Total
Criminal History 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).	<input type="checkbox"/> SBS <input type="checkbox"/> SB2 <input type="checkbox"/> SB3		x		=	\$ Sub Total
Other: Give details of job duties:	<input type="checkbox"/> SBS <input type="checkbox"/> SB2 <input type="checkbox"/> SB3		x		=	\$ Sub Total
Total Cost of Annual Support:						\$



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 “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 provided. 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. Either party can terminate the relationship without cause with 30 days notice. This 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





EMPLOYEE-EMPLOYER RELATIONSHIP DETERMINATION

(Determine if employee is exempt from some payroll taxes)

Employee Name	Participant (Employer of Record) Name

Background: Employees providing domestic services may be exempt from some payroll taxes. This is based on the Employee’s age and relationship to the Employer of Record (Employer). Consumer Direct Care Network (CDCN) will apply any exemptions based on the relationships identified below. **Incorrectly filling this form out may result in inaccurate tax withholdings.**

Note: If the Employee and Employer qualify for tax exemptions, they must be taken. Exemptions cannot be waived. If the Employee’s earnings are exempt from these taxes, they may not qualify for related benefits. An example is unemployment insurance.

Employee-Employer Relationship

Employee select one relationship below.

<input type="checkbox"/> I am the spouse of the Employer. <i>Not allowed to be an employee by Idaho Medicaid rules.</i>
<input type="checkbox"/> I am the parent of the Employer (including adoptive and stepparent). If parent checked, check <u>any</u> of the following that apply: <ul style="list-style-type: none"> <input type="checkbox"/> I provide care for the Employer’s child or stepchild that lives in the home. <input type="checkbox"/> The Employer’s child or stepchild is less than 18 years old or requires personal care of an adult for at least 4 straight weeks in 3 months. <input type="checkbox"/> The Employer is a widow, widower, divorced or married and lives with a spouse, but the spouse has a physical or medical condition that prevents them from caring for the child at least 4 straight weeks in 3 months. <i>Exempt from FUTA¹ and SUTA². Subject to FICA³ if all three boxes checked above; else FICA exempt.</i>
<input type="checkbox"/> I am the child of the Employer. If child checked, check <u>one</u> option below: <ul style="list-style-type: none"> <input type="checkbox"/> I am 21 years of age or older. <i>Subject to FICA, FUTA, and SUTA.</i> <input type="checkbox"/> I am less than 21 years old. <i>Exempt from FICA, FUTA, and SUTA.</i>
<input type="checkbox"/> I am not related to the Employer or my relationship is not described above. <i>Subject to FICA, FUTA, and SUTA.</i>

Acknowledgement: The Employee and Employer agree the relationship selected above is accurate. If this information changes, the Employee must notify CDCN. If CDCN is not notified of changes, the Employee may have to pay back money that should have been withheld from pay.

Employee Signature

Date

Participant or Legal G. Signature

Date

¹FUTA – Federal Unemployment Tax Act

²SUTA – State Unemployment

³FICA – Federal Insurance Contributions Act (Social Security and Medicare)

