



Iowa Department of Health and Human Services
Employment Agreement

This employment agreement is between _____
(Employer)

AND

(Name of employee)

(Address)

(Phone)

(Social security number)

This document must be signed with a copy to be kept by the employer and the employee. A copy must also be submitted with the Employment Packet to the selected credit union or bank approved to provide the Financial Management Service (hereinafter called FMS). The purpose of this agreement is to establish responsibilities of the parties to each other.

The employee has been hired to provide services to the employer.

*A budget must be approved and sent to the FMS prior to the employee being paid.

☐ **Employee Acknowledgments**

1. The employee understands and acknowledges that _____
is the employer. (Name of employer)
2. The employee understands and acknowledges that neither the Iowa Medicaid Enterprise, the State of Iowa nor the Financial Management Service organization is the employer and that they are not responsible for the actions of the employer.
3. The employee understands and acknowledges that funds available for payment are authorized in the employer's individual budget set by the Iowa Department of Human Services, Iowa Medicaid Enterprise in advance for work performed.
4. The employee understands and acknowledges that work performed in excess of the authorized amount in the employer's individual budget will be paid for by the personal funds of the employer and not by the Iowa Department of Human Services, Iowa Medicaid Enterprise or the Financial Management Service organization.
5. The employee understands that they are **not authorized** to work in excess of 40 hours per week. Per the Iowa Division of Labor, Iowa law only requires overtime if overtime is included in the employment agreement or contract between employer and employee.
6. The employee acknowledges that the employee meets the necessary skills and requirements to be able to perform the services hired to perform.

7. The employee acknowledges that the employee is able to successfully communicate with the employer and comply with all Medicaid service documentation requirements
8. The employee acknowledges that if the employee is providing self-directed personal care services, that the employee is sixteen years of age or older. Employees under the age of eighteen must have a parent co-sign this agreement.
9. The employee acknowledges that if the employee is providing the independent support broker service or providing self-directed community supports and employment services, that the employee is eighteen years of age or older.
10. The employee understands and acknowledges that employees without a valid driver's license may not transport individuals in connection with their employment responsibilities.
11. The employee understands and acknowledges that all documents required by the Employment Packet, including the request to obtain a criminal record check and adult and child abuse registry information, must be completed, submitted to and processed by the FMS prior to the employee performing work.
12. The employee understands and acknowledges that the results of the criminal record and adult and child abuse registry must be obtained prior to the employee performing work. The FMS will notify the employer when this has been obtained.
13. The employee will sign and submit to the employer, or the guardian or designated personal representative, a bi-weekly accurate time sheet of all services rendered including the type of service rendered, the date, and the number of service hours delivered (to the nearest quarter hour). Time sheets must be signed by both the employer and employee (or the guardian or designated personal representative). The employee acknowledges that the employee is responsible for submitting time sheets to the FMS within five business days from the end of the payroll cycle. Time sheets received after five business days will be paid with the next payroll cycle. Time sheets received after 30 days of the last day of service provided will not be paid.
14. The employee acknowledges that the funds used to pay the employee are Medicaid funds and that the submission of false information on time sheets may subject the employee to criminal action, in addition to repayment of any funds.
15. The employee acknowledges that federal income tax withholding, Medicare, social security and Iowa state income tax withholding (as applicable) shall be withdrawn from the employee's wages per state and federal laws.
16. The employee agrees to provide the service as specified by the employer on a schedule mutually agreed upon between the employer and employee. Occasional variations in tasks and in the schedule may occur, based on mutual agreement of the parties.
17. In the event of illness, emergency or incident preventing the employee from providing scheduled services to the employer, the employee agrees to notify the employer as soon as possible so that the common law employer can obtain their services from someone else.
18. The employee agrees to participate in training if required by the common law employer.
19. The employee agrees to maintain all information regarding the program participant and the common law employer, if they are not one in the same, in a confidential manner and to respect the employer's privacy at all times.

20. The employee acknowledges and understands if the employee is injured in the course of employment, neither the Iowa Medicaid Enterprise, state of Iowa, nor the Financial Management Service is responsible for paying for the injury. I also understand that it is the employer's responsibility to notify the employee if they do not have worker's compensation insurance.

Employee Initial: _____

Employer Acknowledgments

1. The employer understands and acknowledges that they are the employer of the support service worker.
2. The employer understands that they may not schedule their employee for more than 40 hours per week. The employer may not authorize overtime payment.
3. The employer agrees to orient and train the employee (directly hired support worker) in providing the services they are hired to perform along with documentation requirements.
4. The employer agrees to establish a list of tasks to be performed by the employee.
5. The employer agrees to establish a mutually agreeable work schedule for the employee.
6. The employer agrees to provide adequate notice of changes in the employee's work schedule in the event of unforeseen circumstances or emergencies.
7. The employer agrees to timely authorize and sign the employee's accurate time sheets.
8. The employer agrees that the employer is personally responsible for any employee wages or supports that exceed the individual budget.
9. The employer agrees that the employer is responsible for providing worker's compensation insurance, if required, and that if such insurance is not purchased, the employee will be notified. The employer understands that the cost of worker's compensation insurance can be paid from their individual budget.

Employer Initial: _____

Both parties acknowledge that this is an employment at will situation and that the employer has not been promised employment for a specific time period. By signing below, the employer and employee certify that they have read and understand the information presented in this agreement and agree to be bound by the terms of this agreement. The employer and employee further acknowledge that either party, with or without cause, may terminate this agreement at any time. If the agreement is terminated by either party, the FMS shall immediately be notified.

_____ Employer's signature	_____ Date
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If the employer has a legal guardian or has designated a representative, the guardian or representative must also sign. If the employer is a minor, the parent or guardian of the minor must also sign.

_____ Employer's signature	_____ Date
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Parent/guardian/representative signature

_____ Capacity signing in	_____ Date
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_____ Employee's signature	_____ Date
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This form is part of the Employment Packet and must be sent to the FMS with all required paperwork before work can begin.

All parties may amend this agreement in writing at any time.

_____ Employer's signature	_____ Date
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_____ Parent/guardian/representative signature	_____ Date
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_____ Employee's signature	_____ Date
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