

## SERVICE AGREEMENT BETWEEN PARTICIPANT AND CONTRACTOR/FISCAL/EMPLOYER AGENT

This agreement is made between the ACES\$ hereafter referred to as “Contractor/Vendor Fiscal/Employer Agent”, and \_\_\_\_\_, hereafter referred to as “participant,” for the purpose of establishing the relationship, roles, and responsibilities of the parties. Contractor/Vendor Fiscal/Employer Agent is a Medicaid Waiver Service provider enrolled in and authorized to provide services through the Illinois Medicaid Waiver for Children Developmental Disabilities Program. Participant is an individual who is eligible to receive Developmental Disabilities Services.

### A. Participant

1. By this agreement, the participant chooses the contractor/Fiscal/Employer Agent as the qualified provider of the Medicaid Waiver Service that the participant is authorized to receive through the Illinois Developmental Disabilities Program. The participant understands that the services that the contractor/Fiscal/Employer Agent will provide are limited to those activities and tasks specified in the participant’s approved Service Plan.
2. The participant agrees to follow the policies and procedures of the contractor/Fiscal/Employer Agent, of the contractor/Fiscal/Employer Agent’s designees, and of the Illinois Developmental Disabilities Program including:
  - a) Reporting to the contractor/Fiscal/Employer Agent any changes that would affect the participant’s eligibility or need for the Personal Support Workers Services;
  - b) Receiving training and assistance from the contractor/Fiscal/Employer Agent and participating in training for Personal Support Worker(s), as necessary, to ensure the participant’s health and safety and the participant’s continued participation in the Developmental Disabilities Program;
  - c) Allowing the contractor/Fiscal/Employer Agent and/or representatives of the Illinois Developmental Disabilities Program into the participant’s home at least twice per year to monitor the participant’s participation in the Developmental Disabilities Program;
  - d) Making available for the contractor/Fiscal/Employer Agent’s inspection and copying documents and records required for the participant’s continued participation in the Illinois Developmental Disabilities Program;

The participant understands that failure to follow these policies and procedures may result in the participant’s termination from the Illinois Developmental Disabilities Program.

3. The participant understands his/her right to select Personal Support Worker(s), make decisions about, direct the provision of, and control the Developmental Disabilities Service to the maximum extent that the participant desires and is capable. The participant understands that he/she may request and receive assistance and support from the contractor/Fiscal/Employer Agent for fiscal and payroll related activities. The participant agrees to specify the degree of control and responsibility the participant wishes to exercise over the provision of the Developmental Disabilities Service and the tasks that the participant wishes to perform by:
  - a) Selecting the Developmental Disabilities control option by signing the service plan.

- b) Appointing the Vendor Fiscal/Employer Agent providing fiscal and payroll services, if the participant chooses to employ the Personal Support Worker(s) that will be providing the participant's care.
4. The participant will assign weekly hours of work to their Personal Support Worker(s) within the limits established in the participant's Developmental Disabilities service plan.
  5. The participant understands that the participant has primary responsibility for making arrangements for back-up Personal Support Worker(s) in the event a Personal Support Worker is unable to work on a regularly scheduled work day. The participant agrees to engage reliable back-up staff.
  6. The participant is responsible for supervising the Personal Support Worker's recording of hours worked. The participant's and the Personal Support Worker's signatures on the time sheet attest that all times submitted for payment are actual and accurate. The participant understands that the Illinois Developmental Disabilities Program will only pay for Personal Support Worker hours consistent with the participant's Service Plan.
  7. The participant is responsible for timely completion and delivery of Personal Support Worker time sheets according to the payroll schedule established by the contractor/Fiscal/Employer Agent. Participant understands that late arrival of time sheets may result in delay in Personal Support Worker(s) being paid.
  8. The participant agrees to pay the Personal Support Worker's wages in full on a regular schedule for the approved hours that the Personal Support Worker(s) work. The participant agrees to comply with all applicable federal, state, and local laws and regulations regarding the employment of Personal Support Worker(s) and the payment of required taxes levied on the Personal Support Worker's wages. The participant agrees to comply with the policies and procedures of the Illinois Medicaid Waiver for Children and Adults with Developmental Disabilities.
  9. When a Personal Support Worker's employment ceases, the participant agrees to notify the contractor/Fiscal/Employer Agent of the date the employment ceased and of the reason. The participant agrees to notify the contractor/Fiscal/Employer Agent of changes in the status or addresses of their Personal Support Worker(s).

**B. Contractor/Fiscal/Employer Agent**

1. As an authorized Fiscal/Employer Agent in the Illinois Medicaid Waiver for Children and Adults with Developmental Disabilities, the contractor/Fiscal/Employer Agent agrees to provide the participant with payroll and fiscal services as specified in and authorized by the participant's approved Service Plan.
2. The contractor/Fiscal/Employer Agent will provide the following resources to the participant as requested and/or needed by the participants:
  - a) Skills Training for the participant to enable the participant to effectively manage their employees;
  - b) Payment for criminal record checks that the participant requests on Personal Support Worker(s) the participant wishes to employ;
  - c) Services to perform the functions of a fiscal and payroll agent to assist the participant in performing the duties of an employer.

- 3. The contractor/Fiscal/Employer Agent agrees to provide the participant's Developmental Disabilities Services in a manner that ensures the participant's health, safety, welfare, and personal autonomy, including periodic monitoring of the provision of the Developmental Disabilities Services. The contractor/Fiscal/Employer Agent agrees to correct fiscal and payroll related activities to ensure that services provided to the participant are authorized and appropriate.
- 4. The contractor/Fiscal/Employer Agent agrees to maintain appropriate records and to provide the participant with information necessary for the participant's continued participation in the Illinois Developmental Disabilities Program.
- 5. The Fiscal/Employer Agent agrees to pay the wages of Personal Support Worker(s) that the participant hires to provide the participant's Developmental Disabilities Services, based on the services and hours specified in the participant's approved Service Plan.

**C. Regulation**

Any applicable federal, state, or local regulations pertaining to the provision and receipt of the Developmental Disabilities Service are hereby incorporated by reference in this agreement.

**D. Acknowledgement**

The Participant/Employer acknowledges and accepts that ACES\$[Avenues to Participant Employer Services and Support] is not the employer of the Personal Support Worker. Participant/Employer acknowledges that ACES\$ is merely the Fiscal/Employer Agent providing a payroll service in a participant-employer model under Section 3504 of the U.S. Internal Revenue Service Code.

The Participant further acknowledges that s/he is the common law employer of his/her Personal Support Worker[s].

Therefore the Participant agrees to indemnify and hold harmless ACES\$, its officers, employees, agents and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of time spent by counsel for ACES\$ and the costs and expenses and reasonable attorneys' fees of other counsel required to defend ACES\$ relating or arising from any and all claims brought by Personal Support Workers against ACES\$ relating to damages caused by work related injuries.

For the purposes of this acknowledgement, Personal Support Worker[s] is/are any individual[s] who is recruited hired, trained, directed, and supervised by the participant-employer for whom personal care services and/or other support activities are being provided.

**E. Duration and Modification of Agreement**

This agreement is the entire agreement and understanding between and among the participant and the contractor/Fiscal/Employer Agent. This agreement will be in effect as of the date the agreement is signed by the participant and the contractor/Fiscal/Employer Agent. The agreement can be modified by agreement of both parties. This agreement may be terminated immediately by either of the parties upon breach of any of its terms. This agreement may be terminated without cause upon ten (10) day written notice of one party to the other.

Participants/Employer Signature \_\_\_\_\_ Date \_\_\_\_\_

F/EA - Provider Signature \_\_\_\_\_ Date \_\_\_\_\_