

This Fiscal Employer Agent Services Agreement (“Agreement”) is made and entered into as of _____ (“Start Date”) between Idaho Consumer Direct Personal Care, LLC (“Consumer Direct”) and _____ Client and _____ Representative (if appointed by Client).

DEFINITIONS

1. The “Managing Party” is the individual, Client, who has a disability or is elderly and who receives services through the My Voice/My Choice Program, or a Representative designated by the Client to manage day-to-day activities on the Client’s behalf. The Federal Employer Identification Number (“FEIN”) Holder will be the Employer of Record and Employer of Fact and can employ individual(s) to provide services to the Client in their home.
2. Consumer Direct Fiscal Vendor Agent for Idaho, LLC is the “Fiscal Employer Agent” (“FE/A”), working in conjunction with Consumer Direct, and serving as the Fiscal Employer Agent, as authorized under IRS Revenue Procedure 70-6, for the purpose of payroll and payroll reporting services filing on behalf of the Employer of Record’s FEIN Holder.
3. The “Authorizing Entity” is the entity that governs the services and authorizes Care Plans or Client Budgets. In this case, the Authorizing Entity is Idaho Medicaid and its agents associated with the My Voice/My Choice Program. The Authorizing Entity recognizes that Consumer Direct, acting as the FE/A, will provide payroll service assistance to the Managing Party pursuant to IDAPA 16. Title 03. Chapter 13.

RESPONSIBILITIES OF THE MANAGING PARTY

1. Choose Consumer Direct as its FE/A.
2. Complete all of the forms required by Consumer Direct for its FE/A services. This includes accurately filling out all required IRS and Idaho State Tax forms (e.g. exempt status, Unemployment, etc.).
3. Obtain a Federal Employer Identification Number (FEIN) with the assistance of Consumer Direct.
4. Follow all Federal and State employment laws, regulations, and rules; including:
 - a. Recruiting, interviewing, checking references, hiring, training, scheduling, managing, and terminating their Employee(s). This includes directing the day-to-day care of the Client and addressing conflicts between Employees.
 - b. Employee cannot be a paid guardian.
 - c. When a guardianship relationship exists, Guardianship papers must be provided to Consumer Direct prior to the initiation of services.
 - d. Submit all new employee paperwork to Consumer Direct prior to the initiation of service. All required documents must be completed and submitted as a complete packet in order for them to be processed timely. Any incomplete documents may delay an employee’s start date.
 - e. Provide equal employment opportunities to all Employees and interested Employees without discrimination as to race, creed, color, national origin, gender, age, disability, marital status, sexual orientation, or any other legally protected status in all employment decisions, including recruitment, hiring, changing schedules and number of hours worked, layoffs, and terminations,



and all other terms and conditions of employment. The Managing Party accepts full and specific responsibility for following Equal Opportunity laws and requirements regarding Employees. Each Employee is to be treated fairly and consistently, e.g., if the Managing Party decides to do a criminal background check or reference check on one Employee, it must be done on all Employees.

- f. An Employee may not provide services while the Client is hospitalized or receiving any other Medicaid-reimbursed service.
 - g. Review and approve time sheets which authorize the Authorizing Entity to be billed. Submit time sheets in a timely manner (within 15 days of due date) in accordance with the Consumer Direct payroll schedule. The Managing Party and Employee signatures/approval, on the time sheets (or Web Portal) mean that the information on the time sheet is accurate and true. If the Managing Party signs/approves and the hours have not been worked, it is considered fraud. The Managing Party can be held accountable for approving time sheets that contain fraudulent information that result in over-billing the Authorizing Entity.
 - h. The Managing Party is responsible for monitoring the monthly Spending Summary Report provided by Consumer Direct and for keeping all expenditures within Client's authorized budget amount.
 - i. If the Managing Party authorizes use of all funds/hours before the end of the period, the Managing Party will need to make other service arrangements, e.g. use non-paid support staff, etc. The Managing Party is responsible for the payment of any wages and expenses that exceed the amount authorized in the Client's Authorized Plan/budget.
 - j. Inform Consumer Direct, within one working day, of any changes in the Clients' status, e.g., name, address, telephone number, hospitalization, terminations, etc.
 - k. Inform Consumer Direct of the standard rate of pay for the Employee, including timely notification of any changes in the rate.
 - l. Maintain compliance with Authorizing Entity's approved utilization amounts for the Client.
5. Reimburse Consumer Direct for any payment of wages and expenses that exceed the amount authorized in Client's Authorized Plan.
 6. Immediately Report:
 - a. Any possible fraud/Medicaid fraud to Consumer Direct.
 - b. Abuse, neglect and exploitation or impairment or health risk to the appropriate authorities, i.e., Adult Protective Services, Medicaid, and Consumer Direct.
 - c. Employee changes, including name, address, contact number, and/or employment status.
 7. Appoint a temporary representative if the Client or their designated Representative is not capable or available to direct the care.
 8. The Client/Managing Party agrees to accept and allow Consumer Direct to transmit information electronically pursuant to the uniform Electronic Business Act and HIPAA.

RESPONSIBILITIES OF CONSUMER DIRECT

1. Provide the Client with an Enrollment Packet, Employee Packet(s) and Employee training materials.
2. Pay wages to Employee on a bi-weekly schedule, in accordance with the time sheets approved, in writing (or electronically through the Web Portal), by the Managing Party.
3. Deposit Employer-related taxes, in the aggregate, using the FE/A's designated FEIN.



4. Follow all IRS and State reporting guidelines. This will begin with the client's Start Date even though this date is prior to the formal IRS authorization.
5. Obtain Fiscal Employer Agency authorization pursuant to IRS Revenue Procedure 70-6 and follow all IRS guidelines including obtaining all proper Federal and State authorizations.
6. Follow all tax exemptions and withholdings as stated on Employee's W-4, and process all tax withholdings & filings including Federal and State income taxes, FICA, Medicare tax, FUTA, and SUTA, and any other mandated withholding, as appropriate, on behalf of the Client.
7. Track expenditures and send a report each month. This information is also maintained on the Web-Portal. The Managing Party is responsible for monitoring the spending reports and not using more service hours or budget amounts than approved.
8. Submit all claims for services to the Authorizing Entity on behalf of the Client.
9. Consumer Direct will not pay for tasks that are not authorized on the Support & Spending Plan until approved by the Authorizing Entity.
10. Upon termination of this Agreement, Consumer Direct will complete all required Federal and State filing requirements related to services rendered from the Start Date to the Date of Termination, even though these filings are made subsequent to the termination date, pursuant to Federal and State laws.
11. Consumer Direct will adjust payroll deductions to reflect that the State of Idaho exempts an FEIN Holder, designated as a "Household Employer," from the State requirement for employers to maintain Workers' Compensation and Unemployment Insurance.

Additional Agreement Terms and Conditions

Indemnification: Because the Managing Party is in a better position than Consumer Direct to monitor, supervise and watch over the Employees in the performance of their duties, the Managing Party agrees to indemnify, which means to repay, defend and hold harmless Consumer Direct from any claims, causes of actions, complaints, lawsuits claiming any damages or liability against Consumer Direct, as the result of any actions, inactions, or any conduct by the Employee, while employed by the Managing Party. This Indemnification Agreement includes any claims for damage to the Client's property or person, or the property or person of any third party. The Managing Party understands that this means that the Managing Party will be required to pay for all claims of damages caused by their Employee(s) while employed by the Managing Party, made against Consumer Direct, including the costs that Consumer Direct incurs in defending itself against such claims.

Partial Invalidity: If something in this Agreement does not apply or changes with time that does not mean the rest of the Agreement does not apply. If one part of this Agreement is determined to be invalid, the rest of the Agreement remains in place.

Conflicts/Complaints: The Managing Party agrees to abide by the Complaint Process defined by Authorizing Entity and Consumer Direct's complaint process described in the enrollment materials.



Arbitration: Consumer Direct and the Managing Party agree that they will attempt to resolve any complaints, misunderstandings and other issues between themselves. If Consumer Direct or the Managing Party decides that they cannot settle a disagreement by working together, they will choose someone together to work out the disagreement. This is called arbitration. The cost of arbitration will be paid equally between Consumer Direct and the Managing Party. The decision of the Arbitrator may be given to a judge, in the event the decision is not accepted by either party.

State Law: If Managing Party cannot solve a problem through negotiation or talking about the problem, then State laws will apply. Any legal action related to this Agreement will be conducted in the County where the Client resides.

Duration and Modification of Agreement: This Agreement will go into effect on the date indicated on the first page of this Agreement. Services may not begin until approved by the Authorizing Entity (“Start Date”). Any changes to this Agreement must be in writing, signed and dated by both the Managing Party and Consumer Direct. The Agreement may be terminated as described in the Termination section.

Timely Notification: The Managing Party and Consumer Direct agree that all contact should occur in a timely manner. Any notice will be given immediately, so that the Managing Party or Consumer Direct is not hurt by a delay.

Entire Agreement: This Agreement and other written materials provided by Consumer Direct to the Managing Party describe the complete understanding between Consumer Direct and Managing Party. Any verbal agreements do not apply. All Agreements must be in writing.

Termination: This Agreement can be terminated in three ways:

- a. **Mutual Agreement*** - At any time, with written documentation.
- b. **Termination Without Cause*** - By either Party, for any reason or no reason at all. The Party wishing to terminate must give written notice of its decision to terminate this Agreement at least 30 days prior to any such termination, per IDAPA 16.03.13, Sections 210.01 and 313.02.
- c. **Termination for Cause*** - If any Party to this Agreement does not comply with the terms of this Agreement or follow the policies and procedures established by the Authorizing Entity, the other Party may provide written notice of the non-compliance and terminate this Agreement.

* In the event the Agreement termination is related to a switch to a different FE/A, the switch must occur in a manner so that the tax transition for employee records may be made accurately.

Assignment: Neither this Agreement nor any of the rights, benefits, duties or obligations provided for in this Agreement may be assigned by the Managing Party to someone else without the prior, written consent of Consumer Direct.

HIPAA Consent: The Managing Party authorizes Consumer Direct to submit Personal Healthcare Information (“PHI”) to: the authorizing entity, entities that Consumer Direct has a Referral Source



Agreement with, and contractors in order to facilitate access to services and secure an authorization needed to initiate services. Consumer Direct will handle PHI in accordance with their published Privacy Practices – a copy of which is included in the enrollment materials.

CONCLUSION: The FEIN Holder is the Employer of Fact and the Employer of Record. The Managing Party understands and accepts responsibility for recruiting, hiring, training, supervising and terminating their Employee(s). The Managing Party is responsible for the actions of their Employees while they are providing services.

Acceptance of this Agreement is shown by signing below.

IDAHO CONSUMER DIRECT PERSONAL CARE, LLC

(Print name)

(Signature)

(Date)

CLIENT

(Print name)

(Signature)

(Date)

REPRESENTATIVE (if appointed)

(Print name)

(Signature)

(Date)

