



Self-Directed Services Participant Agreement

WHEREAS

- A. The service recipient or their representative (Managing Party) has the responsibility to hire and manage their own supports using a self-directed service option, under program rules and the following terms and conditions consistent with the rules and regulations adopted by the State of Rhode Island.

- B. proPartnerships, a program of The Arc of Bristol County, is a Rhode Island Developmental Disability Organization (DDO) Provider and is licensed to provide Fiscal Intermediary (FI) services and agrees to perform certain fiscal management and support services related to processing caregiver timesheets and paying service providers or vendors, invoicing the payer source and providing program and tax reporting, under the following terms and conditions.

TERMS AND CONDITONS

1. Responsibilities
 - a. As outlined within this agreement.

2. Employment Paperwork
 - a. proPartnerships will provide and maintain all necessary payroll forms.
 - b. proPartnerships will confirm required background checks.
 - c. proPartnerships will ensure that employees are not on the OIG Excluded Providers List.
 - d. proPartnerships will report all New Hires to the State of RI for the purposes of determining child support obligations.
 - e. proPartnerships will verify all employment eligibility using E-Verify with the Department of Homeland Security.
 - f. As required by program rules, proPartnerships will provide information to the Managing Party regarding, but not limited to, regulations and legal requirements.
 - g. proPartnerships will secure Worker's compensation coverage for employees, per Rhode Islands' Compensation law.

3. Hiring, Firing, Supervising, Training, Scheduling, and Determination of Wages
 - a. The Service Recipient controls all aspects of their employees.
 - b. The Service Recipient or Representative(Managing Party) is responsible to recruit, hire, fire, supervise, train, and schedule employees.

- c. The Service Recipient or Representative (Managing Party) determines the wage of Employees (not to exceed rates set by BHDDH) and agrees to comply with rates, hours, and schedule as outlined within the Purchase Order.
- d. The Service Recipient or Representative (Managing Party) is responsible for the provision of services of back-up employees in the event an employee is late, unable to work, or does not show up.
- e. The Service Recipient or Representative (Managing Party) will be responsible for any disciplinary actions and termination of employees.
- f. The Service Recipient or Representative (Managing Party) agrees to provide information to document the rationale for any termination in order to respond appropriately to unemployment compensation requests.

4. Payment to Employees

- a. The Service Recipient or Representative (Managing Party) will set the rate of pay for the employee and will inform proPartnerships of that rate consistent with the Purchase Order by completing a payroll status/change in advance of start date for employee.
- b. The Service Recipient or representative (Managing Party) will be responsible for evaluation of the employee's performance. No rate of pay changes will be provided unless approved in the Purchase Order established in the Service Recipient's Plan or Budget Worksheet.
- c. The Service Recipient or Representative (Managing Party) agrees to submit accurate time records to proPartnerships. All timesheets must be signed by the employee and Service Recipient or Representative (Managing Party).
- d. Time records must be submitted to proPartnerships in a timely manner according to the payroll dates information. proPartnerships will issue paychecks to the employee every other Friday according to the schedule for the pay periods, provided that signed time sheets are received at proPartnerships by the due date cut-off.
- e. Overtime is not allowed unless specifically documented in the Service Recipient's Plan or Purchase Order. Overtime occurs when an employee works more than 40 hours in a week. If overtime occurs, it is paid at one and a half times rate of pay. If payroll exceeds allowable limits, then employees will be at risk of not receiving compensation.
- f. The employment arrangement must specify all activities included in paid work and the number of hours to be paid. The employee will be required to sign the timesheets, which are submitted to proPartnerships, confirming the accuracy and completeness of the hours on the time sheets.
- g. proPartnerships will maintain wage information and payroll records.
- h. proPartnerships reserves the right to deny payroll submissions exceeding Purchase Order authorized amounts.

5. Status of Employees

- a. The employer is a common law employee of the Service Recipient, by IRS definition.
- b. This agreement between the Service Recipient or Representative (Managing Party) and proPartnerships is not a contract guarantee of employment for the employees. The employee, selected by the Service Recipient or Representative (Managing Party), is employed at will by the Service Recipient or Representative (Managing Manager) and is

not a common law employee of proPartnerships and/or The Arc of Bristol County.

- c. All employees should have a job description outlined by the Service Recipient.
- d. Any theft and damages that result from the employee's presence in the Service Recipient or Representative (Managing Party)'s home or when providing assistance to the Service Recipient or Representative (Managing Party) is the liability of the service Recipient or Representative (Managing Party).
- e. The Service Recipient or Representative (Managing Party) understands that all employees are mandated reporters under the Vulnerable Adults Reporting Act and maltreatment of Minors Reporting Act. proPartnerships is also a mandated reporter and must report known incidents of maltreatment, neglect, or abuse.

6. Payment of Services

- a. For the services provided under this Agreement, the payer source(s) identified in the Service Recipient Plan and Purchase Order will be billed or invoiced. Fees are charged according to the proPartnerships Fee Schedule consistent with BHDDH rates. Service recipients will receive quarterly budget statements.
- b. Service Recipients paying with private funds will have four payment options: (1) Check (2) Pay Pal link on our website (3) Credit or Debit Card or (4) EFT transfer deducted directly from a checking or savings account.

7. Liability and Indemnification

Service Recipient or Representative (Managing Party) shall be liable for, indemnify, and hold proPartnerships, harmless from any and all liabilities which may arise out of or related to employment relationship. This indemnification shall include any and all liabilities to the employee for any purpose including, but not limited to, breach of any employment laws in the course of the employment of the employee. This indemnification shall also include any and all liabilities to any third parties including, but not limited to, any vicarious liability for the actions of the employee related to the employment relationship. This indemnification shall specifically include, but not limited to, any attorney's fees incurred by proPartnerships in defending against any such liabilities and/or enforcing this indemnification agreement against the Service Recipient or Representative (Managing Party).

8. Termination of this Agreement Either party may terminate this contract pursuant of the following:

- a. By proPartnerships with a thirty (30) day written notice to the Service Recipient or Representative (Managing Party) in the event:
 - 1. The Service Recipient or Representative (Managing Party) is in default under any provision of this Agreement and the Service Recipient or Representative (Managing Party) does not correct the default within such ten (10) day period; or
 - 2. proPartnerships discovers or suspects any fraud or negligence on the part of the Service Recipient or Representative (Managing Party) or a employee; and proPartnerships will report this information to the proper authorities.
 - 3. Service recipient becomes ineligible for medical assistance, grant or program funding ends or closes.
 - 4. Service recipient becomes past due on the submission or their responsibility or share

- of the services, spend down, or waiver obligation.
- 5. If the State or Federal Government terminates the program.
- 6. If proPartnerships no longer holds the ability to provide fiscal intermediary services.
- b. Without cause by proPartnerships , for any reason or no reason at all, giving the Service Recipient or Representative (Managing Party) written notice of its intent to terminate at least thirty (30) days before termination.
- c. By the Service Recipient or Representative (Managing Party) at any time with (30) days' notice.

9. Suspension of Services

- a. proPartnerships reserves the right to immediately suspend services to any service recipient pursuant to the following:
 - 1. The Service Recipient or Representative (Managing Party) is in default under any Provision of this Agreement and the Service Recipient or Representative (Managing Party) does not correct the default within ten (10) day period; or
 - 2. The service recipient’s service authorization or approval has not been received from BHDDH.
 - 3. The service recipient’s spending patterns have left insufficient funds remaining to support continued services.
 - 4. Service recipient becomes ineligible for medical assistance, grant or program funding; or medical assistance, grant or program funding ends or closes.
 - 5. During a State or Federal government shut-down; if proPartnerships does not obtain funding from the Rhode Island Legislature, Rhode Island or County agencies, Medicare, or other funding sources.
 - 6. Service recipient becomes past due on the submission of their responsibility of cost of care, spend down, or other waiver obligation.

10. Miscellaneous

- a. This Agreement may not be modified except in a written document signed by an authorized Representative (Managing Party) of proPartnerships and the Service Recipient or Representative (Managing Party) and shall be construed and interpreted according to the Laws of the State of Rhode Island.
- b. This Agreement shall be binding upon the parties and their successors.
- c. The Service recipient or Representative (Managing Party) shall not assign this agreement without the express written consent of proPartnerships, and any attempt to assign this Agreement without the consent of proPartnerships shall be void.

Service Recipient Name: _____

Address: _____

City/Zip: _____

Service Recipient or Representative Signature

Date

proPartnerships Representative

Date