

LOCAL VENDOR AGREEMENT (VA) FOR FINANCIAL MANAGEMENT SERVICES

This Local Vendor Agreement (VA) is entered by and between _____ (hereinafter referred to as the "FMS"), and _____ (hereinafter referred to as the "local provider"), for the purpose of providing payrolls for Participants in the Consumer Directed Services (hereinafter referred to as "CDS") program and their employees called Personal Assistants, in addition to making payments to community vendors for other identified services provided the Participants in the program. For purposes of this VA, the CDS program means a program that enables Participants to hire their caregivers directly, negotiate a rate of pay, and provide for their training, supervision, and approve payments of salary. The formal name for the CDS program is Home Care Independence (HCI).

The FMS agrees to:

1. Provide payroll services for Personal Assistants of Participants in the CDS program.
2. Enroll Participants for the provision of payroll services for their Personal Assistants and obtain all needed signed forms and permissions to perform in this capacity. The primary method by which the FMS will enroll Participants will be through home visits unless the home situation makes it inconvenient to do so, thus making some enrollments by US mail a necessity. This process includes enrollment of Personal Assistants for payments of payroll services by obtaining signed legal forms and other data from them that are critical to this procedure. This may occur simultaneously with the enrollment of Participants but might involve an additional home visit.
3. Conduct Criminal Background Checks on every potential Personal Assistant and transmit the results to the Participant and the local provider agency. (Whether or not the prospective employee will be hired by the Participant is based upon the criteria specified in Criminal Background Check policy of the state and the decision of the Participant so long as the person being considered for employment by the Participant does not have criminal offenses that are Lifetime Bans for employment in the HCI program.)
4. Provide the Personal Assistant with a copy of the Personal Assistant Bill of Rights, signed by both the Personal Assistant and the Participant, with a copy provided the Participant and the original provided the Personal Assistant.
5. Train Personal Assistants how to complete time sheets and Participants of their responsibility to approve time sheets that are accurately completed by Personal Assistants.
6. Review time sheets submitted per the published payroll schedule by Personal Assistants to assure that hours submitted are reflective of the hours authorized per the Participant Referral Form for Financial Management Services.

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7. Clarify any discrepancies on time sheets regarding hours of service with the Participant/Personal Assistant and, when deemed necessary, with the Care Advisor of the provider agency
8. Enter Personal Assistant hours of service and, if authorized to do so, enter reimbursements requests for other goods and services directly to the Aging Resource and Management System (ARMS).
9. Issue payrolls within current payroll time periods unless discrepancies cannot be resolved before the beginning of another payroll period, at which time payrolls are included in the next payroll period.
10. Provide payments to local vendors for specific services if authorized to do so on the Participant Referral Form for Financial Management Services.
11. Maintain open communication with all parties to the provision of CDS including Participants (and Representatives, if applicable), Personal Assistants, Care Advisors, and the program staff of the state Division of Aging and Adult Services (DAAS).
12. Make all tax payments per required periods to appropriate government entities in behalf of Participants for their Personal Assistants in the local CDS program.
13. Issue monthly payroll reports to the local provider agency.
14. Make certain forms available for access by local agency staff via a secure web-based connection including individual monthly reports, billing reports and claims information.
15. Make any information related to provision of services available via mail or fax when appropriate or needed for purposes of program monitoring.
16. Be attentive and responsive to issues that may arise during periods when programs are being monitored.
17. Work with the local provider agency and others to resolve any payroll issues that are indicated during monitoring.

The Local Provider Agency agrees to:

1. Screen individuals for program and funding eligibility and potential participation in the local CDS program
2. Provide a Participant Self-Assessment Form for CDS to prospective CDS Participants for their determination of what services they want and need.

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3. Complete a professional Assessment/Reassessment form. This assessment is completed by a Care Advisor.
4. Review the two assessment forms with the individual and complete a Participant Enrollment Form if the person appears to be a good candidate for CDS.
5. Complete the Appointment of Representative form if the person wants or needs someone who can help make decisions regarding services and other aspects of participation in the CDS program.
6. Complete a Consumer Directed Services Plan of Care/Budget form with the Participant. The plan encompasses input from both the self-assessment and agency assessment of need. Both the Care Advisor and Participant sign the document.
7. Provide the Participant two copies of the Participant Bill of Rights, to be signed by both the Participant and the Personal Assistant upon hire. A copy will be given to the Personal Assistant. When additional or replacement Personal Assistants are hired, this process will be repeated.
8. Provide the Participant an Employment Application/Criminal Record Check Consent Form for their use in securing an employee. The completed form will be submitted to the FMS for rendering a Criminal Background Check.
9. Complete a Participant Referral form for Financial Management Services and transmit by Fax to the Field Service Representative of the FMS authorizing services to be provided by the FMS.
10. Review with the Participant the Criminal Background Check reports received from the FMS to determine that the prospective employee of a Participant meets the acceptable criteria for consideration of hire by the Participant. It is the Participant or their Representative who make the hiring decision. If the person has offenses that warrant a Lifetime Ban from employment in the Home Care Independence program, this must be communicated to the Participant and documented in the Participant's file.
11. Complete a Change Order Form for Financial Management Services when changes occur that will affect the services provided by the FMS and transmit by Fax to the main office of the FMS.
12. Prepare a local procedures manual that specifies how the local provider agency will carry-out CDS at the local level, designating staff positions involved in the process, how the program will be marketed, and the attention to details of the maintenance of case files and contacts with the Participants, their Personal Assistants, the FMS staff and with the relevant Area Agency on Aging (AAA), if appropriate, and the state DAAS staff.

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13. Maintain individual Participant files with copies of forms, monthly payroll reports, dictation of contacts with Participants and others involved in the provision of service or monitoring of the CDS program
14. Provide advice and guidance to Participants in the CDS program, applying principles of person-centered service. The Participant makes the decisions regarding wants and needs expected from the program.
15. Access a secure website of the FMS to review payroll reports, tax payment reports, and other reports to monitor the payroll service to individual Participants.
16. Work cooperatively and collaboratively with the Participants, Personal Assistants, the FMS, the relevant AAAs as appropriate, and the state DAAS staff to provide a CDS program recognized by all involved to be one of outstanding quality.
17. Be attentive and responsive to issues that may arise during periods of program monitoring by the relevant AAA as appropriate and the state DAAS.
18. Work with the FMS, the relevant AAA as appropriate, the state DAAS staff and others representing the state to resolve any issues that are determined during routine contacts with the Participants and others to resolve routine issues presented or that are presented during times of official program monitoring.
19. Pay the FMS monthly for Personal Assistant units, the FMS administrative fee, and other eligible expenditures incurred by the FMS per the established procedures for such payments by the funding source supporting the CDS.

This local VA shall begin on _____ and does not need to be renegotiated at the end of a 12-month period each year unless upon review of procedures there are deletions or additions to the payroll and other vendor services to be provided by the FMS. If the local provider changes names or is moved to another administrative auspice, the VA must be renegotiated and signed by the local provider and the FMS. If a new FMS begins to provide service, there will be a new VA signed by the local provider agency and the FMS.

This VA is agreed to by the following individuals representing the Financial Management Services and the local provider agency.

Financial Management Service:

Local Provider Agency:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____