

**FISCAL AGENT SERVICES
EMPLOYER SERVICES AND EMPLOYER OF RECORD AGREEMENT**

This Fiscal Agent Employer Services and Employer of Record Agreement (“Agreement”) is made and entered into as of _____ (“Effective Date”) between Peaceful Living Fiscal Agent Services (Peaceful Living, LLC), and _____ (“Participant”) for the care of _____ (Member).

- 1) The Member is an individual who has a disability or is elderly and who receives services through _____, a county or stating funding. Members directing their own care services are also known as the Participant under this agreement.
- 2) The FEIN (Federal Employer Identification Number) Holder will be the Participant and wishes to employ an individual(s) to provide services to the Member in the Member’s home. A Participant will be designated to manage the day to day activities. A Member may or may not be the FEIN.
- 3) Peaceful Living Fiscal Agent Services (working in conjunction Peaceful Living, LLC) serve as the Fiscal Vendor Agent as authorized under IRS Procedure Code 70-6 for the purpose of payroll and payroll reporting services filing on behalf of the Participant under the Participant’s FEIN number
- 4) The county or state has recognized that Peaceful Living Fiscal Agent Services (working in conjunction with Peaceful Living, LLC) will be the Fiscal Agent Employer to the Participant and will provide payroll service assistance to the Participant pursuant to a contract between the county/ state and Peaceful Living, LLC.

Responsibilities of Member or Participant:

- 1) Choose Peaceful Living to serve as its payroll agent (“Fiscal Agent Services”).
- 2) Complete all of the forms required by Peaceful Living, LLC for its Fiscal Agent Services. This includes accurately filling out all required IRS and State Tax and unemployment forms.
- 3) Obtain a Federal Employer Identification Number (FEIN) with the assistance of Peaceful Living, LLC.
- 4) Follow all federal and state employee laws, regulations, and rules.
 - a) Recruiting, interviewing, checking references, hiring, training, scheduling, managing, and dismissing each Employee who provides services. This includes directing the day-to-day care of the Member and working out conflicts between the Participant and Employees.
 - b) Employee cannot be a paid guardian.
 - c) Before an Employee can begin to work and be paid in this program, Participant must receive an “Okay to Work Letter” for the Employee from Peaceful Living.
 - d) Provide equal employment opportunities to all employees and interested employees without breaking discrimination law as to race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, or any other status protected by law in all employment decisions, including recruitment, hiring, changing schedules and number of hours worked, lay off, and dismissal, and all other terms and conditions of employment. The Participant accepts full and specific responsibility for following equal opportunity laws and requirements regarding Employees. Each Employee is to be treated fairly and consistently. This means that if the member decides to do a criminal background check or reference checks on one Employee, it must be done on all Employees.



- e) Direct Employees so that services are not provided while a Member is hospitalized or receiving any other Medicaid-reimbursed service.
 - f) Review and approve employee paper time sheets which authorize the county/state to be billed. Records must be submitted in a timely manner according to the Peaceful Living, LLC payroll schedule. The Participant can be held accountable for approving records that contain fraudulent information and result in over-billing Medicaid.
 - g) Participant has the responsibility for monitoring the monthly hours used by Employee to keep all expenditures within Member's authorized (by the county/state) amount.
 - h) Inform Peaceful Living, LLC on a timely basis of any Member changes in name, address, telephone number or hospitalization.
 - i) Inform Peaceful Living, LLC of the standard rate of pay for the Employee, including timely notification in any changes in the rate.
 - j) Maintain compliance with the county/state approved utilization amounts for the Member.
- 5) Make the payment of any wages and expenses that exceed the amount authorized in Member's authorized plan, and are the result of overtime worked by an Employee.
- 6) Immediately Report:
- a) Any possible Medicaid fraud to the State of WI Fraud Hotline 1-877-865-3432.
 - b) Abuse, neglect and exploitation or impairment or health risk to the appropriate authorities, i.e., Adult Protective Services, county, and Peaceful Living, LLC.
 - c) Employee changes, including name, address or employment status within one working day.
- 7) Appoint a temporary Participant if the Member or current Participant is not capable or available to direct the care.
- 8) Maintain required Employee training for all employees.

Responsibilities of Peaceful Living Fiscal Agent Services:

- 1) Provide the Member and/or Participant with a Participant Packet, Employee Packets, and employee training materials. (If applicable)
- 2) Pay wages to Employee on a bi-weekly schedule, in accordance with the time records approved in writing by the Participant. Peaceful Living, LLC has no obligation to advance wages.
- 3) Deposit Employer-Related Taxes in the aggregate using Member's individual FEIN.
- 4) Follow all IRS and State reporting guidelines.
- 5) Track the total number of budgeted service hours used. The Participant is responsible for monitoring and not using more service hours than approved for by the case manager.
- 6) Submit all claims for services to the county/state on behalf of the Participant.
- 7) Peaceful Living, LLC will not pay for tasks that are not authorized on the care plan until approved by the case manager and reimbursement is received from the county/state.



- 8) Obtain Fiscal Agent authorization pursuant to IRS procedure code 70-6 and follow all IRS guidelines including obtaining all proper Federal and State authorizations.
- 9) Follow all tax exemptions and withholdings as stated on Employee's W-4, and process all tax withholdings and filings including Federal and State income taxes, FICA, Medicare tax, FUTA, and SUTA, and any other mandated withholding, as appropriate, on behalf of the Member.
- 10) Inform Member of Customer Complaint Process and work to resolve any problem.
- 11) Track Employee training and inform Member of any expiration dates.

Limitations on Peaceful Living Payment Obligation

If Participant authorizes use of all hours before the end of the period, Participant will need to make other service arrangements.

Additional Agreement Terms and Conditions

Indemnification: The Participant agrees to indemnify, which means to repay, defend and hold harmless Peaceful Living, LLC from any claims, causes of actions, complaints, lawsuits claiming any damages or liability against Peaceful Living, LLC, as the result of any actions, inactions, or any conduct by the Employee, while employed by the Participant. This indemnification agreement includes any claims for damage to the Member's property or person, or the property or person of any third party. The Participant understands that this means that the Participant will be required to pay for damages caused by their Employee, while employed by the Participant, that are made against Peaceful Living, LLC including the costs that Peaceful Living, LLC develops 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 broken, the rest of the Agreement remains in place.

Arbitration: Peaceful Living, LLC and Participant agree that they will attempt to resolve any complaints, misunderstandings and other issues between themselves. If the Participant or Peaceful Living, LLC decide that they cannot settle a disagreement by working together, they will choose someone together (known as an independent arbitrator) to work out the disagreement. This is called arbitration. The cost of arbitration will be paid equally by both the Participant and Peaceful Living, LLC. The decision of the arbitrator may be given to a court judge.

State Law: If Participant cannot solve a problem through negotiation or talking about the problem, then Wisconsin laws will apply. Any legal action related to this Agreement must be done in the County where Member resides.

Duration and Modification of Agreement: This Agreement will go into effect on the date it is signed by both the Participant and Peaceful Living, LLC. The Agreement can be changed. Any changes must be in writing, signed and dated by both the Participant and Peaceful Living, LLC. The Agreement may be stopped as described in the Termination section.



Timely Notification: The Participant and Peaceful Living, LLC agree that all contact should occur in a timely way. Any notice will be given immediately, so that the Participant or Peaceful Living, LLC is not hurt by a delay.

Entire Agreement: This Agreement and other written materials together describe the complete understanding between Participant and Peaceful Living, LLC. Any verbal agreements do not apply. All agreements must be put in writing by the Participant or Peaceful Living, LLC.

Termination: This Agreement can be terminated in three ways:

- 1) **Mutual Agreement*** - At any time, with written agreement from both Parties.
- 2) **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. If the county/state authorization is terminated, this Agreement shall also terminate.
- 3) **Termination for Cause*** - If any Party to this Agreement does not do what is said in this Agreement or follow the policies and procedures established by the county/state, the other Party may provide written notice of the breach and terminate this Agreement.

* In the event the Agreement termination is related to a switch to a different Fiscal Agency, the switch **MUST** occur at the end of a calendar year or quarter 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 Participant to someone else without the prior written consent of Peaceful Living, LLC.

Relationship of Parties: The relationship of the Parties to this Agreement is that none of the Parties is or shall be deemed to be the employee, agent or representative of the other Party, except for the Fiscal Agent services described in the Agreement. No Party shall have authority to bind the other Party to any contract, agreement, debt, liability, or obligation. This Agreement between the Participant and Peaceful Living, LLC is not a contract/guarantee of employment for the Employee. The Employee is selected and employed under terms established by the Participant. The Employee does not have to follow existing Peaceful Living personnel policies. Peaceful Living, LLC does not control or direct how the Participant or the Employees perform their duties and responsibilities.

CONCLUSION: The Participant and/or Member are the direct (managing) employer and employer of record of the Employee(s). The Participant and/or Member know and accept responsibility for recruiting, hiring, training and supervising the Employee(s). The Participant and/or Member are responsible for the actions of their Employees when they are providing services.



Acceptance on this Agreement is shown by signing below:

MEMBER OR PARTICIPANT:

(Printed Name)

Date:

(Signature)

PEACEFUL LIVING, LLC:

(Printed Name)

Date:

(Signature)



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