

RESOURCES FOR LIVING INDEPENDENTLY

ATTENDANT – F/EA AGREEMENT

Parties to Agreement

This Agreement is made between _____ (hereafter referred to as “Attendant”) and Resources for Living Independently (hereafter referred to as “F/EA”). The purpose of this Agreement is to establish the responsibilities of the parties to each other. Financial Management Services (“FMS”) are provided by Resources for Living Independently, a Fiscal/Employer Agent (“F/EA”) in accordance with the PA Department of Public Welfare Office of Long-Term Living FMS Standards.

The Consumer has chosen to hire and employ attendants who will provide Personal Attendant Care Services through the Pennsylvania Home and Community Based Waiver Programs and on behalf of the Philadelphia Corporation for Aging (“PCA”). As a Consumer/Employer, the Consumer elects to appoint the F/EA to assist in fulfilling the Consumer’s duties and responsibilities as an employer of his/her personal care Attendants. This appointment and authorization given to the F/EA is limited to those employees that the Consumer employs as Attendant(s). The F/EA may provide FMS to the Consumer by itself or it may contract with another entity to provide some or all of these services to the Consumer.

The Consumer elects and appoints the F/EA as Consumer’s fiscal agent, to assist the Consumer to comply with federal, state, unemployment compensation, and local tax obligations, pay for workers’ compensation insurance, file forms, and perform any of Consumer’s other obligations as an employer. The F/EA and Consumer have appointed ADP, Automated Data Processing, to perform payroll processing functions in conjunction with the F/EA.

Attendant Responsibilities

1. Attendant agrees to assist Consumer by providing the services and performing the activities specified in Consumer’s ISP.
2. Attendant agrees to protect the health and welfare of the Consumer by providing authorized services in accordance with the policies and standards of the applicable federal, state and local departments and agencies, including the Minimum Qualifications for Employment as an Attendant.
3. Attendant agrees to provide personal care services as specified in the Consumer’s Individual Service Plan (“ISP”) on a schedule mutually agreed-upon by the Consumer and Attendant. On an exception basis, occasional variations in the Attendant services tasks and schedule may occur, based on mutual agreement of the parties.

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4. In the event of illness, emergency, or incident preventing Attendant from providing scheduled service to Consumer, Attendant agrees to notify Consumer as soon as possible so that Consumer can obtain assistance from someone else.
5. Attendant agrees to participate in training and providing personal care services, including training in performing any health maintenance activities, as required by Consumer and/or as specified in Consumer’s ISP.
6. Attendant agrees to maintain Consumer’s confidentiality and respect his/her privacy.
7. Attendant agrees to pay all required federal, state, and/or local wage and/or income taxes levied against Attendant’s wages through amounts withheld from gross wages. Attendant agrees to cooperate with Consumer and Consumer’s fiscal/employer agent in providing information needed to comply with all income and unemployment taxation laws and regulations.
8. Attendant understands that this agreement does not guarantee employment or payment of minimum amount for any time period.
9. Attendant understands that he/she is employed by the Consumer and not by the provider agency, the F/EA, or the Commonwealth of Pennsylvania Department of Public Welfare.

By: Resources for Living Independently, a Fiscal/Employer Agent

Attendant: _____

Date: _____