



**CONSUMER – FISCAL/EMPLOYER AGENT AGREEMENT**

I, \_\_\_\_\_ (hereafter referred to as "Consumer"), have chosen to hire and employ Attendants who will provide Personal Assistance Services through the Pennsylvania Home and Community Based Waiver or Philadelphia Corporation for Aging Programs. As a Consumer/Employer, I elect to appoint Resources for Living Independently (hereafter referred to RLI to assist in fulfilling my duties and responsibilities as an employer of personal assistance Attendants. This appointment and authorization given to RLI is limited to those employees that I employ as Attendant(s). RLI may provide Fiscal/Employer Agent services by itself or it may contract with another entity to provide some or all of these services required. Financial Management Services ("FMS") are provided by RLI in accordance with the PA Department of Public Welfare Office of Long-Term Living's ("OLTL") "Fiscal/Employer Agent (F/EA) Financial Management Services (FMS) Provider Standards" ("FMS Standards") and the Philadelphia Corporation for Aging's "Uniform Application Procedures and Standards: Long Term Care Service Providers", as applicable.

In signing Internal Revenue Service ("IRS") Form 2678, "Employer Appointment of Agent," I appoint RLI and its contracted Reporting Agent as my fiscal/employer agent, to assist in preparing payroll for Attendants and in fulfilling federal, state and local tax obligations as an employer, pursuant to Section 3504 of the IRS code. RLI will pay taxes and unemployment compensation insurance, file all required forms, and perform any other obligations of an employer.

RLI agrees to maintain all personnel records required by federal, state, and local laws in a permanent file for each Attendant. RLI



agrees to make available for inspection all personnel records pertaining to the employment of Attendants and required for regulatory purposes.

I and my representative, if applicable, have received information and orientation about using consumer-directed and F/EA services, have read and understand the documents containing roles and responsibilities of the F/EA, Consumer, Reporting Agent and Attendant, and agree to abide by the F/EA, OLTL and PCA rules and regulations, as applicable.

This Agreement is effective as of the date it is signed and accepted by both parties. The Agreement may be terminated by either party within ten (15 days) written notice to the other.

My signature indicates that the undersigned agrees to the above.

Consumer Signature \_\_\_\_\_

Date \_\_\_\_\_

Agency Signature Resources for Living Independently (F/EA)