

**ASIWORKS, INC. FISCAL ADMINISTRATOR FOR
MARYLAND DEPARTMENT OF AGING
COMMUNITY LIVING PROGRAM – LETTER OF ACCEPTANCE
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**ASIWORKS, INC. FISCAL ADMINISTRATOR FOR
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COMMUNITY LIVING PROGRAM**

**EMPLOYMENT TERMS AND CONDITIONS AGREEMENT
LETTER OF ACCEPTANCE
BETWEEN PARTICIPANT/EMPLOYER AND EMPLOYEE/PROVIDER**

The following terms stated in this agreement apply to the following individuals:

NAME OF PARTICIPANT/EMPLOYER _____

NAME OF EMPLOYEE/PROVIDER _____

WHEREAS, the Community Living Program offers a consumer-employed model of attendant care services, which establishes attendants as household employees and, therefore, the program participant is the employer, and

WHEREAS, the Community Living Program participants may choose their employee (attendant) including a family member, friend, neighbor, member of a community group, etc. (with the exception of a spouse), and

WHEREAS, all employees (attendants) must be enrolled with ASIWorks, Inc. as Community Living Program providers, and

WHEREAS, the Department of Aging has designated Administrative Services, Inc. (ASIWorks, Inc.) as a Fiscal Intermediary agent to provide payroll and purchasing services on behalf of the Participant/Employer stated above, which shall include processing paychecks, processing payables requests, performing State and federal withholdings and reportings, and procuring workers compensation and unemployment insurance, and

WHEREAS, the Participant/Employer has selected the Employee/Provider (Attendant) to provide certain services and supports consistent with the above named Community Living Program participant's authorized Plan of Care and Attendant Care Service Plan, and

WHEREAS, the Participant/Employer will 1) hire, direct the Employee/Provider (Attendant) on how to deliver services, and fire the Employee/Provider (Attendant), and 2) utilize the Community Living Program authorized funding allocation to support all aspects of the Employee/Provider's (Attendant) services,

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THEREFORE, THE PARTICIPANT/EMPLOYER AND EMPLOYEE/PROVIDER
HEREBY AGREE AS FOLLOWS

Offer

The Participant/Employer is pleased to offer the Employee/Provider a position holding the title of “Attendant” to provide attendant care services to the Participant/Employer (Community Living Program participant only). The Participant/Employer believes that there is a good fit between the Employee’s/Provider’s skills and interests and the Participant’s/Employer’s needs.

Start Date _____ / _____ / _____
Month Day Year

This date is contingent on the Participant’s/Employer’s enrollment in the Community Living Program and authorized Plan of Care; the Employee/Provider’s enrollment as a Community Living Program provider; and compliance with the Department of Aging Community Living Program policies and regulations.

Wage \$ _____ **per hour**

The Employee/Provider will be paid on a twice monthly schedule per submission of Community Living Program documents to ASI, agent for the Participant/Employer. Valid payroll documents must be signed and dated by the Employee/Provider and the Participant/Employer. ASI will withhold appropriate taxes and issue tax statements based on tax forms filed by the Employee/Provider and Participant/Employer respectively.

Overtime

The Employee/Provider is NOT authorized to work overtime hours. ASI is not authorized to pay Employees/Providers for time that exceeds the number of hours approved in the Community Living Program Plan of Care.

Benefits

No benefits are provided under this agreement.

Supervision

Continued employment will be determined by the Participant/Employer based on satisfactory Employee/Provider (Attendant) performance, compliance with Community Living Program policies and regulations, and the Participant’s/Employer’s needs, and the availability of Community Living Program Plan of Care funding for the Participant/Employer.

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Reimbursement Policy

There is no reimbursement for miscellaneous costs incurred while providing services.

Confidentiality

Upon receipt of information relating to the Participant/Employer, the Employee/Provider (Attendant) will become a holder of confidential data. This Employee/Provider agrees to use confidential data as required by the program and solely for carrying out his/her responsibilities under this agreement.

Indemnification

The Employee/Provider agrees to indemnify and hold the State of Maryland, the Department of Aging and Area Agencies on Aging, Administrative Services, Inc, and ASI's principals, agents, and subcontractors harmless for all claims, losses, expenses, fees, including attorney fees, costs, and judgments that may be asserted against the State of Maryland, Department of Aging and Area Agencies on Aging, and ASI based on any act or omissions of the Employee/Provider and/or Participant/Employer in carrying out their individual responsibilities under this agreement.

ACCEPTED

FOR PARTICIPANT/EMPLOYER/REPRESENTATIVE

SIGNATURE

DATE

FOR EMPLOYEE/PROVIDER (ATTENDANT)

SIGNATURE

DATE

**PLEASE RETURN ONE SIGNED COPY OF THIS AGREEMENT TO –
ASIWORKS, INC.
7101 WISCONSIN AVENUE -- SUITE 1400
BETHESDA, MARYLAND 20814
ATTENTION: MD. COMMUNITY LIVING PROGRAM CENTRAL
RECORDS
FAX: 301-654-4021 E-MAIL: asimaryland@asiworks.com**

For assistance call Customer Service Center -- 877-301-8281