

Participant Agreement for Self-Directed Services Jersey Assistance for Community Caregiving (JACC)

The Jersey Assistance for Community Caregiving (JACC) program aims to help individuals remain in their homes by providing services which strengthen the individuals' caregiving networks. The JACC program also encourages individuals to play an active role in the decision-making process regarding their own care. One way in which participants may do this is by electing to participate in the self-directed option of the JACC program.

The self-directed option of the program requires the participant, or authorized representative, to act as the employer of record (EOR) to hire, train, and schedule the employee(s), approve timesheets, and, if necessary, terminate the employee(s). The employees which a participant may hire are referred to as participant-employed providers (PEPs).

By signing this agreement, I* agree to participate in the self-directed portion of the JACC program and acknowledge that this agreement shall remain in effect for the entire duration of my participation in the JACC program while I am self-directing services.

I* am agreeing to the following:

- The self-directed option is a voluntary portion of the JACC program, and I may choose to stop self-directing services at any time.
 - If I choose to stop self-directing JACC services, I am still eligible to receive JACC services from JACC-approved providers.
 - Removing myself from the self-directed portion of the program will not terminate or otherwise affect my participation in the program overall.
- I understand that the self-directed portion of the program is *only one option* of obtaining services through the JACC program and that it is not appropriate for every JACC participant.

*For the purposes of this agreement, "I" may refer to the participant, the participant's Power of Attorney (POA), or an authorized representative who has been approved by the participant or POA to direct services on the participant's behalf.

Participant Name: _____

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- My Care Manager and the Department of Human Services (the Department) both have the authority to refuse and/or remove self-directed services as an option to me under the JACC program.
 - I understand that if deemed unable to utilize the self-directed option of the JACC program, I may still obtain services through JACC-approved provider agencies.
- I understand that the Department cannot guarantee that JACC participant-employed provider (PEP) services are provided in a manner that is satisfactory to me.
 - If I am unhappy with services provided by a PEP, I should address the issue(s) with the PEP immediately. If I would like assistance, I am welcome to discuss the issue(s) with my Care Manager.
- Background checks: I understand that the JACC program does *not* require PEPs to undergo a background check prior to employment.
 - If I would like a background check completed before hiring a PEP, I will notify my Care Manager.
 - I understand that the cost of the background check will be deducted from my JACC service budget for that month.
 - The results of the background check will be sent to me as the employer. I understand that the decision to hire an individual after reviewing the results of the background check is entirely mine.
- Responsibilities as an employer: The self-directed portion of the JACC program requires me to act as an employer.
 - I am responsible for locating and interviewing potential PEPs.
 - I am responsible for deciding which individual(s) to hire. I will tell my Care Manager once I decide who I would like to hire so that my Care Manager can help start the employment process paperwork.
 - I am responsible for creating a list of job duties for the PEP(s).
 - I am responsible for training the PEP(s) to ensure that the work they perform is satisfactory and meets my care needs.
 - If at any point I am unhappy with the work that the PEP(s) is providing, I will address the issue with the PEP(s) immediately.
 - I am responsible for scheduling my PEP(s) for work, supervising the work, and signing off on my PEP's timesheets. I will only sign off on a timesheet which accurately reflects the work hours that the PEP(s)

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has already completed. I will ensure that the PEP does not work more hours than specified in my Plan of Care.

- If I decide that I no longer wish to employ the PEP(s) for any reason, I am responsible for terminating the worker(s). I will notify my Care Manager immediately if I terminate or plan to terminate a PEP.
- I am responsible for the timely submission of my PEP's completed timesheets to the fiscal intermediary.
 - I understand that a late submission of timesheets may result in a delay in payment for the PEP(s).
- I understand that I should maintain my own personnel records in a file for each PEP.
- Fiscal intermediary: The Department contracts with a third party agent to handle the financial and administrative details for JACC participants who are acting as employers under the program.
 - I understand that by becoming an employer under the JACC program, I am allowing the Department to appoint its fiscal intermediary as my payroll and fiscal agent for JACC program purposes. I understand that the Department's fiscal agent will do all that is required and necessary on my behalf to comply with federal, state, and local laws regarding my registration as an employer.
 - I understand that the Department's fiscal agent will sign, on my behalf, all payroll tax forms for which I am responsible as an employer.
 - The fiscal intermediary will submit employment paperwork on my behalf in order for me to obtain an Employer Identification Number (EIN). This number is necessary for me to be able to hire my own employees (PEPs) for the JACC program.
 - The fiscal intermediary will obtain Workers' Compensation Insurance on my behalf. I understand that I must have Worker's Compensation Insurance in order to act as an employer within the JACC program.
 - I understand that the cost of the Workers' Compensation policy will be covered by the State.

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- The fiscal intermediary will, on my behalf, pay appropriate payroll taxes and fulfill all other state and local obligations that I have as an employer under the JACC program.
 - At my request, my JACC Care Manager will obtain for me summaries of payroll and deductions made on my behalf, at a maximum frequency of once per month.
- I agree to provide the fiscal intermediary, in a timely manner, with all necessary information and documentation requested.
- The fiscal intermediary will be responsible for paying my PEP(s) for hours worked in accordance with my Plan of Care, program rules, and submitted timesheets which I have approved. I am not to make any direct payments to my PEP(s).
 - I understand that the Department will not reimburse me for any payment I make directly to a PEP.
 - I understand that the Department will not pay for hours which are inconsistent with my Plan of Care.
 - I understand that I may not schedule a PEP to work more hours than listed in my Plan of Care.
- The Department may instruct the fiscal intermediary to discontinue all payment to a JACC PEP if:
 - The PEP is not providing me with satisfactory services as determined by my JACC Care Manager or the Department,
 - The PEP is unable or unwilling to provide me with satisfactory services, or
 - The PEP consistently seeks payment for unauthorized or inappropriate charges.
- Conditions for removal from the self-directed option: My Care Manager or the Department may at any time discontinue or refuse to allow my participation in the self-directed portion of the JACC program given one or more of the following conditions:
 - The Care Manager deems me to be unable to direct my own care.
 - I am, or my PEP(s) is, engaged in willful misrepresentation, exploitation, fraud, or abuse of the JACC program.

Participant Name: _____ JACC Identification Number: _____

- I agree to hold harmless, release, and forever discharge the County and the State and their officers, employees, agents, and representatives for any claims or liability that may arise in relation to the services provided under the JACC program, excepting any claims based upon the State’s obligation to pay for services, or for grossly negligent, willful, wanton, malicious, or criminal acts or omissions. Such claims are subject to the provisions of the New Jersey Contractual Liability Act and the New Jersey Tort Claims Act. Service providers, including participant employed providers (PEPs) and contracted agencies, are not considered County or State employees, agents, or representatives and do not benefit from this hold harmless provision.

By signing, I acknowledge that I have received a copy of this Participant Agreement for Self-Directed Services, that it has been explained to me by the Care Manager named below, and that I understand the contents of the agreement.

Name of Participant or Representative

Signature

Date

Name of Care Manager

Signature

Date