



**HCBS-Waiver Self Directed Services LIC Agreement
Program Participant and Fiscal Intermediary**

Program Participant's Full Name
CIN# _____
Address: _____ Phone Number _____
City _____ State ____ Zip Code _____ Email Address _____

---- And ----

INDEPENDENT SUPPORT SERVICES, as the FISCAL INTERMEDIARY
20 Crystal Street, PO Box 1320, Monticello, New York 12701, 845-794-5218

The above-mentioned two parties hereby agree to the following terms and conditions effective upon the start date of Live-In Caregiver (LIC) services to the Program Participant (PP) under the Home and Community Based Waiver as outlined by the Office for People with Developmental Disabilities (OPWDD) Self-Directed Services ADM 2016-03:

- Be it known that Independent Support Services (ISS Inc.) as the Fiscal Intermediary is not a party to the separately executed Agreement between _____, (Program Participant's Full Name) the Program Participant, and _____, (LIC's Full Name) the LIC.

The PP understands that the LIC cannot be related to the PP by blood or marriage. The LIC also cannot be someone who has control or authority over decisions regarding the PP's resources.

The PP understands that they must reside in their own home or leased residence. Payments will not be made when the PP lives in the caregiver's home or any other residential arrangement where the PP is not directly responsible for the residence.

EARLY TERMINATION: It is agreed that the PP is obligated to inform Independent Support Services immediately (no more than 24 hours) after the termination if the separately executed Agreement referenced above between the PP and the LIC has ended early.

Should the separately executed Agreement between the PP and the LIC end early, it is the PP's responsibility to cover the costs formerly reimbursed by ISS Inc. under LIC's Room and Board budget until another LIC is obtained by the PP's Planning Team/COS.

HOSPITALIZATION: In order for ISS Inc., as the FI, to bill for a month of LIC Services, the PP is required to have lived in the home during that month. For example, should the PP be admitted to the hospital on May 25 and return home on July 5, Independent Support Services would only be able to bill for May and July, but not for June. The PP will be responsible for the costs formerly reimbursed by ISS Inc. for the LIC's Room and Board for the month of June.



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RESPONSIBILITY: If the costs related to either early termination or hospitalization present an undue hardship to the PP, the PP must immediately notify Independent Support Services so that ISS Inc. can assist with possible solutions. Should the situation be greater than 60 days and should the PP be unable to cover the costs, the PP shall immediately notify their DDRO of the situation and work with their Support Broker and/or Care Manager to work out alternative funding or end the LIC arrangement until the PP/COS is able to reassess the living arrangements.

INELIGIBILITY: Should the PP become Medicaid ineligible during the provision of LIC services, the PP is liable to cover all costs associated with the LIC services. ISS Inc. will follow the procedures as outlined in the Medicaid Eligibility Liability Agreement that was signed at the PP’s initial Launch Meeting.

PAYMENT GUIDELINES: Independent Support Services reimburses the PP or the PP’s landlord as directed by the Planning Team/COS for the LIC’s portion of the monthly rent. A copy of the PP’s current lease must be on file at ISS Inc. If the reimbursement is made directly to the PP, then the PP must submit monthly proof of the rent payment made to the landlord.

The following procedure shall be followed by Independent Support Service for reimbursing Room and Board for the LIC:

- Independent Support Services reimburses the PP for the LIC’s portion of the following utilities, and it is the responsibility of the PP and their designee to make payment to the companies involved. The original invoice from the service provider with proof of payment must be submitted to ISS INC. upon receipt for reimbursement to occur in a timely manner. Please specify the utilities to be reimbursed below and please note that reimbursement depends on the PP’s Budget and OPWDD pricing parameters.

- Independent Support Services reimburses the PP for the food costs incurred by the LIC based on the PP’s Budget and OPWDD pricing parameters upon the receipt of allowable receipts.

ISS Inc. maintains evidence that payment was made for the LIC’s Room and Board supplement via receipts for rent, food, and utilities. The payments are evidenced in the PP’s monthly budget summary available to the PP and their Support Broker via the ISS Inc. Web Portal and Budget Summary.

This agreement remains in effect at the start of LIC services and until written changes are submitted to the Fiscal Intermediary by the Planning Team/COS.

Signature of Program Participant/Designee

Date

Signature of ISS Inc. Authorized Designee

Date