ALLELUIA

Financial Management System

Vendor Service Agreement

The Vendor Service Provider ('Vendor') and participant served under the Self-Determination Program ('participant') agree and acknowledge:

Parties to the Agreement:

a) This agreement is between ________________, a participant of the Self-Determination Program ("Participant") and ______________________, their respective Vendor Service Provider ("Vendor").

b) The participant/authorized representative and Vendor understands that Alleluia Financial Management Service ("AFMS") is a financial management services provider for the served participant/authorized representative and agree that AFMS is not to be considered a party to the agreement.

c) The Vendor warrants that it is a duly registered company, in accordance with the laws of the State of California.

d) The Vendor further warrants that it is the employer of any individuals who carry out the services listed in this contract on its behalf and that nothing in this agreement shall be construed or have the effect of giving rise to a relationship of employer and employee between the Vendor and AFMS, nor the participant.

e) AFMS shall carry no workers' compensation insurance, liability insurance, or any health or accident insurance to cover the Vendor. AFMS shall not pay any contributions to Social Security, unemployment insurance, disability insurance, federal or state withholding taxes, nor provide any other contributions or benefits that might be expected in an employer-employee relationship.

The Purpose of this agreement is to outline the services that the Participant/authorized representative is purchasing from the vendor:

1. AFMS will be the fiscal intermediary agent for the Participant/authorized representative and will be responsible for providing Vendor with payment in exchange for the delivery of services for the Participant as noted in this agreement.
2. The Self-Determination Program permits the participant/authorized representative to select a Vendor of their choice, pursuant to the Vendor providing AFMS with the necessary documentation for AFMS to satisfy its legal obligations to the Department of Developmental Services as a financial management service.
3. Such documentation includes, but is not limited to: this Vendor Agreement, W-9 Form, Business License, and Certificate of Liability Insurance.
4. Henceforth, the participant and Vendor agrees that preceding the commencement of any

the required supporting documentation.

Delivery of Services:

1. Vendor (or staff assigned by Vendor) shall perform services in a manner consistent with this agreement.
2. It is understood that the staff of Vendor performing services under this agreement or the employees of the vendor, has the legal right and responsibility to recruit, screen, hire, manage and supervise staff in accordance with applicable federal, and state laws. This includes all certifications, licenses, forms, and insurances applicable to providing agreed-upon service, pursuant to California Code Regulations, Title 17 § 54342.
3. It is the responsibility of the vendor to complete Background checks on all employees providing direct services to the SDP Particpant.
4. It is the responsibility of the Participant/authorized representative to schedule their support/services with their chosen Vendor.
5. Vendor shall provide its own equipment where necessary for the delivery of the services.

Invoicing and receiving payments:

1. The Vendor shall be paid by either a manual check, mailed to the business address provided on the Form W-9, or by Automated Clearing House (ACH) payment, depending on their selection in the agreement.
2. The Vendor understands that an invoice will be sent to the participant/authorized representative for approval, and that participant/authorized representative is responsible to forward the approved invoice to AFMS for processing by either the 5th day of the month that services are being rendered, or the 5th day of the month following the delivery of services, dependent on the day nominated in this agreement.
3. Payment for the Vendor shall be processed by either the 15th day of the month that services are being rendered *(or the closest business day)*, or the 15th day of the month following the delivery of services *(or the closest business day)*, dependent on the day nominated in this agreement.
4. Invoices submitted after the elected 5th day of the month, but before the 10th will be processed on the last day of the month *(or the closest business day)*.
5. The Vendor understands that the invoice document will need to include the following information: person served/authorized representative full legal name, date(s) of service, service provided with the corresponding service code, charges/fees for the dates of service.

Liabilities and Confidentiality:

1. Vendor agrees to indemnify and hold Participant/authorized representative, and Alleluia FMS harmless from it and against any and all claims, causes of action, losses, damages, liabilities, costs, and expenses (including reasonable attorneys) arising out of or related to vendors actions or in actions performed under this agreement.

invoices or other documentation of delivery of service, as required.

3. The Participant's records the Vendor may have or assist in maintaining will be kept confidential and released only with the consent of the Participant/authorized representative.
4. Vendor acknowledges that all records they may have access to the property as a person served/authorized representative and must be returned at the time this agreement has ended.

Tenure and termination of contract:

1. All parties understand that the participant has voluntarily enrolled in the Self-Determination Program and may decide to leave the program at any time. If the participant exits the Self- Determination Program, this agreement will end.
2. If the Participant/authorized representative's involvement in this program ends, the purchase of service agreement with Alleluia FMS as the fiscal intermediary agent also ends.
3. Due to the status of Vendor as an Independent Contractor which is in business in their own right, this agreement can be terminated on an at-will basis by the Vendor.
4. This agreement will remain in effect until it is terminated by the Participant or the Vendor.
5. This agreement may be ended with or without cause by either party with 15 days' notice. Written notice must be sent to the other parties stating they want to terminate the agreement.

This agreement represents the entire understanding and contract between the parties, and supersedes any and all prior agreements, whether written or oral, that may exist between the parties.

______________________________________ __________________________

Person served/authorize representative signature Date

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Vendor's signature