



Consumer Directed Choices, Inc.  
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### EMPLOYMENT / WAGE AGREEMENT

To comply with Consumer Directed Choices' {CDC} Consumer Directed Program and CDC's Contract with the Local Department of Social Services:

#### As a Consumer I Agree To:

- 1.) Recruit, interview, hire, train, supervise, schedule and terminate the Personal Assistant(s) of my choice within the structure of the service authorization provided by the Local Department of Social Services and the operational procedures of CDC.
- 2.) Provide equal employment opportunities to all prospective employees regardless of their race, creed, color, national origin, sex, sexual orientation, disability and marital status, in all employment decisions, including but not limited to recruitment, hiring, terminations and all other terms and conditions of employment.
- 3.) Keep the appropriate staff person informed of any changes in status, including but not limited to, my address, telephone number and **hospitalization**, and also each Personal Assistant's name, address, employment status, and hours worked.
- 4.) Process in a timely manner the required paperwork, including the required Consumer and Personal Assistant enrollment documents, time sheets, annual Personal Assistant health assessments, and other required employment documents.
- 5.) Arrange and schedule backup coverage for when a Personal Assistant has vacations, holidays, and absence due to illness.
- 6.) Train the Personal Assistant regarding the rights and responsibilities of all involved

parties.

- 7.) Hold CDC harmless against any personal injury or loss of property that may result from the acts and omissions of the Personal Assistant.
- 8.) Distribute paychecks to each Personal Assistant, or permit the Personal Assistant to participate in a Direct Deposit payroll distribution system.
- 9.) Ensure that each Personal Assistant works the hours indicated on the time sheet and to mediate all payroll/personnel problems. **I WILL NOT LET THIS PERSONAL ASSISTANT WORK IF I (THE CONSUMER) AM IN A HOSPITAL OR AN INSTITUTION.**
- 10.) Comply with the Local Department of Social Services Medicaid Program requirements that include the completion of an income verification process; the completion of Social Service, Physician and Nurse Assessments; and the honoring of all spend down obligations in a proper and timely manner.

#### As a Personal Assistant I Agree to:

- 1.) Recognize the authority of the Consumer as the source of my employment and supervisor.
- 2.) Respect the Consumer's health, well-being, privacy and property.
- 3.) Authorize CDC to collect and appropriately distribute employment related information.
- 4.) Comply with the policies and practices of Consumer Directed Choices, Inc. relating to CDC's role as an Intermediary Service Organization.
- 5.) **I WILL NOT WORK IF THE CONSUMER IS IN THE HOSPITAL OR**

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**AN INSTITUTION.**

**Consumer Directed Choices, Inc. Agrees To:**

- 1.) Monitor the Consumer’s continued appropriateness for participation in the Consumer Directed Personal Assistance Program, using all available information, and notifying the Local Department of Social Services as needed.
- 2.) Process the Consumer’s payroll for each Personal Assistant.
- 3.) Pay the Personal Assistant for the hours of service indicated on the Consumer’s time sheet and authorized by the Local Department of Social Services.
- 4.) Coordinate all matters which relate to each Personal Assistant’s withheld taxes and benefits.
- 5.) Advise and encourage the Consumers to provide equal employment opportunities to all prospective employees regardless of their race, creed, color, national origin, sex, disability and marital status, in all business decisions, including but not limited to recruitment, hiring, terminations, and all other terms and conditions of employment.
- 6.) Facilitate and monitor the completion of all Consumer and Personal Assistant documents that are required by Local, State or Federal

authorities.

- 7.) Maintain a record for each Personal Assistant that will include, at a minimum, the enrollment forms, the annual Personal Assistant health assessments, and the information needed for payroll processing and benefit administration.
- 8.) Maintain a Consumer record, which includes the Local Department of Social Services service authorizations, the Consumer Agreement and other documentation of the effort to monitor the Consumers’ ability to meet their obligations.
- 9.) Evaluate the community resources to make Recruitment Assistance Services as available as possible.
- 10.) Evaluate community and budgetary resources to facilitate Personal Assistant access to health facilities capable of providing the required annual Personal Assistant Health Assessment and other health-related program requirements.
- 11.) Maintain a Consumer Advisory Committee.
- 12.) Provide statistical and other pertinent information to the various regulatory, legal, and programmatic entities as may be deemed necessary and appropriate.

PERSONAL ASSISTANT	CONSUMER
 _____ PRINT - NAME	 _____ PRINT - NAME
 _____ SIGNATURE	 _____ SIGNATURE

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