

MASSACHUSETTS HOME CARE PROGRAM  
**CONSUMER DIRECTED CARE OPTION**

AGREEMENT BETWEEN EMPLOYER OF RECORD AND WORKER

This agreement is entered into between \_\_\_\_\_,  
who is the Employer of Record, and \_\_\_\_\_, who is the Worker.

**The Worker agrees to the following:**

1. I am employed by the Employer of Record.
2. I agree to perform the tasks on the attached Job Description and all other duties as directed by the Employer of Record or his or her designee.
3. I agree that the total number of hours I am authorized to work for the Employer of Record is \_\_\_\_\_ hours per month and I understand that I will not be compensated for any time worked beyond the authorized hours stated in this Agreement. (allowed \_\_\_\_\_ hours per week)
4. I agree to complete the Worker section of the time sheet on a bi-weekly basis in a manner that accurately reflects the number of hours of service delivered to the Employer of Record.
5. I agree to submit my time sheets to the Employer of Record or his or her Surrogate for his or her signature.
6. I understand that if I submit my time sheet late to the Employer of Record or his or her Surrogate that my time sheet may not be paid.
7. I understand that (name of Fiscal Intermediary) is the Fiscal Intermediary for the Employee of Record and that (name of Fiscal Intermediary) is responsible for processing my payroll.
8. I agree to be on time, to call the Employer of Record or his or her Surrogate if I will be late or if I am unable to work at a scheduled time.
9. I agree to communicate with the Employer of Record or his or her Surrogate openly about all work related issues.
10. I understand that I am neither a worker nor an Agent of (name of ASAP).
11. I release (name of ASAP) from all responsibility and liability for any injury incurred or loss of property resulting from the delivery of service to the Employer of Record.

**The Employer of Record or his or her designee agrees to the following:**

12. I agree to pay the Worker the approved MassHealth hourly wage for services delivered under this contract.

13. I understand that I cannot be paid as a worker if I am the Employer of Record's surrogate, spouse or legally responsible relative.

The following represents my relationship to the Employer of Record (PLEASE CHECK ONE):

- adult (18 yrs or older) child of Employer
- son-in-law of Employer
- non-relative (describe)

- daughter-in-law of Employer
- other relative (describe)

**SIGNATURES**

\_\_\_\_\_  
Printed Name of Employer of Record

\_\_\_\_\_  
Signature of Employer of Record

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Employer of Record's Surrogate  
(if applicable)

\_\_\_\_\_  
Signature of Employer of Record's Surrogate  
(if applicable)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Worker

\_\_\_\_\_  
Signature of Worker

\_\_\_\_\_  
Date