

**CONSUMER DIRECTED CARE
AGREEMENT BETWEEN EMPLOYER
&
()**

This agreement made this _____ day of _____, 20____, by and between _____ (Employer) and _____ provides as follows:

1. Employer has been determined to be eligible for certain home care services administered by () as set forth in this Agreement.
2. Employer has voluntarily chosen to participate in Consumer Directed Care offered by () which provides for employer to utilize home care funds to select, train and employ CDC worker(s) in accordance with the terms of this Agreement.
3. The duration of this agreement (“the agreement period”) is from _____ to _____. Any extensions to the agreement period must be evidenced by a writing duly authorized by ().
4. () reserves the right to:
 - a. Terminate the agreement if the Employer fails to comply with any of the requirements of this Agreement and the Consumer Directed Care guidelines;
 - b. Require the Employer to change from Consumer Directed Care to a traditional home care program utilizing agency employees;
 - c. Terminate home care services if the Surrogate becomes unavailable, or () requires Employer to replace the Surrogate and another Surrogate cannot be identified within 30 days of the notification for the need for such replacement;
 - d. Require the Employer to obtain a Surrogate if () determines that the Employer is not able to manage Consumer Directed Care independently. () will terminate the Consumer Directed Care option if the Employer does not obtain a Surrogate within 30 days of the date of () assessment;
 - e. Require the Employer to replace a Surrogate if the Surrogate is not performing Consumer Directed Care tasks in accordance with this Agreement.
5. During the contract period, () agrees to authorize _____ hours per month for the benefit of Employer to hire CDC worker(s) who shall perform home care services for the benefit of the Employer. Any cost incurred by the Employer for hours worked in excess of those authorized by () is the sole responsibility of the

Employer. Employer shall be solely responsible for the hiring, training, retention and firing of such home care employee(s).

Must be Completed

***(for Tempus Unlimited, Inc. payroll processing: Client is authorized
_____hours per week)***

6. () obligation to authorize and provide the expenditure of funds under this Agreement is subject to the availability of funding made available to () and the Executive Office of Elder Affairs.
7. As a condition for receiving Consumer Directed Care Services, Employer shall:
 - a. fully and accurately complete and deliver to () all documentation as directed by ();
 - b. complete and sign all employment forms required by
 - c. complete and sign any activity forms and submit them to Tempus Unlimited, Inc. in accordance with the instructions provided and the timeframe specified by ();
 - d. ensure that information submitted on any activity form and/or timesheet for each pay period correctly identifies who provided home care services and the correct hours and dates that the home care services were provided;
 - e. hire, fire, schedule and CDC worker(s) for no more than the authorized hours and at the rates of pay as set forth in this Agreement;
 - f. cooperate with () during assessments, evaluations and re-evaluations;
 - g. notify () of date of termination of the employer's CDC worker(s) and/or any changes in workers;
 - h. notify () of the Employer change of address;
 - i. notify () when there is a change in the Employer's medical condition or living situation that may require an adjustment in the number of day/evening hours per week or type of service to be provided;
 - j. work with () to resolve any issues or complaints;
 - k. provide () upon request and at least annually, with documentation requested by () to verify compliance with employer obligations and proper use of Consumer Directed Care funds. Such documentation may include, but is not limited to, copies of W-2s issued to CDC worker(s), proof of payment of federal and state taxes, proof of payment of unemployment insurance taxes, and proof of purchase of worker's compensation insurance for CDC worker(s);

- l. pay CDC worker(s) the wages set forth herein, with the appropriate taxes withheld;
 - m. comply with all applicable state and federal labor laws, including, but not limited to, federal and state child labor laws.
8. Employer hereby acknowledges that the CDC workers he or she hires to perform home care services are not employees, agents, representatives and/or servants of ().
 9. Employer holds harmless () and their agents, representatives, servants, directors, employees, attorneys, officers and anyone else claiming by or through () against any and all claims, charges, promises, agreements, controversies, demands, liabilities, obligations, suits, judgments, actions, causes of action, rights, damages, costs, losses, debts, and expenses (including attorneys' fees and costs), of any nature whatsoever, in law and in equity, ("potential claim") resulting from the acts, omissions, breach, default or other conduct of the Employer, his or her employees, agents, and others acting on his or her behalf, in connection with the performance of any work by or for the Employer arising out of this Agreement and the Employer hereby agrees to indemnify () and defend and bear all cost to defend any and all such potential claims against ().
 10. () agrees to provide Case Management Services and Fiscal Intermediary Services to Employer, provided Employer is not in breach of this Agreement.
 11. This Agreement shall not be amended or modified unless such amendment or modification is in writing and signed by the both parties. If any part of this Agreement shall in any form or matter deemed to be invalid, illegal or unenforceable, the remaining portions of this Agreement not so affected shall continue to operate and be of full force and effect.

Name of Employer	Signature of Employer	Date
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Name of Case Manager	Signature of Case Manager	Date
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Name of Agency Supervisor	Signature of Supervisor	Date
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Name of Surrogate	Signature of Surrogate	Date
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