CONSUMER DIRECTED PERSONAL ASSISTANCE PROGRAM AGREEMENT BETWEEN

THE CONSUMER/DESIGNATED REPRESENTATIVE AND THE LOCAL DEPARTMENT OF SOCIAL SERVICES

Consumer Name: _____

Designated Representative Name (if applicable): _____

Local Department of Social Services (LDSS): _____

I. CONSUMER DIRECTED PERSONAL ASSISTANCE PROGRAM (CDPAP) AGREEMENT

The Consumer Directed Personal Assistance Program (the "Program") is a program for Medicaid recipients ("Consumers") who need home care services, including help with personal care and certain home health and skilled nursing services. The Program gives Consumers more flexibility and freedom of choice by letting them direct their own care, including choosing their own personal assistants in accordance with their Local Department of Social Services' ("LDSS") authorization.

To participate in the Program, Consumers must be able to direct their own care and understand and fulfill the Consumer's responsibilities within the Program or have a Designated Representative that will do this for them. The Consumer or Designated Representative must also understand the roles and responsibilities of the LDSS and the Statewide Fiscal Intermediary under the Program.

As used throughout this agreement the term "Consumer" also includes the Consumer's Designated Representative when applicable, unless otherwise specified. As used throughout this agreement the terms "I" and "my" will refer to the Consumer or alternatively to the Consumer's Designated Representative when applicable and depending on context.

This agreement outlines the roles and responsibilities of the Consumer and the LDSS under the Program. The Consumer must enter into this agreement to acknowledge that they understand the roles and responsibilities and to participate in the Program. The Consumer must also enter into a separate agreement with the Statewide Fiscal Intermediary (SFI), which will outline the roles and responsibilities of the Consumer and SFI.

II. RESPONSIBILITIES OF THE CONSUMER/DESIGNATED REPRESENTATIVE:

As a Consumer participating in the Program, I will:

1. Read and understand this agreement and the roles and responsibilities of the LDSS, SFI, and Consumer under the Program.
2. Work with the SFI as my fiscal intermediary. I understand that I can choose to work with one of the CDPAP facilitators contracted with the SFI, but that the SFI will be the only fiscal intermediary I can work with.
3. Manage my plan of care.
4. Be responsible for recruiting, hiring, training, supervising, and scheduling a sufficient number of qualified individuals of my choosing to serve as my personal assistant(s) in accordance with my LDSS' authorization.
5. Maintain a back-up plan for substitute coverage when a personal assistant is temporarily unavailable for any reason.
6. Maintain an appropriate home environment.
7. Review the plan of care with each personal assistant outlining their responsibilities.
8. Ensure my personal assistant(s) safely and competently performs only the tasks identified in the plan of care during authorized hours.
9. Comply with labor laws, providing equal employment opportunities as specified in the Consumer's agreement with the SFI.
10. Inform the LDSS and SFI within 5 business days of any change in status or condition, including but not limited to hospitalizations, address and telephone number changes and vacations.
11. Terminate a personal assistant's employment, if necessary.
12. Notify the SFI of any changes in the employment status of a personal assistant.
13. Ensure my personal assistant's required documents are submitted to the CDPAP SFI including annual worker health assessments and required employment documents.
14. Ensure my personal assistant(s) adhere to Electronic Visit Verification (EVV) requirements, including those outlined by the EVV Program Guidelines and Requirements.
15. Attest to the accuracy of the hours my personal assistant(s) worked either through the SFI EVV data system, SFI Time4Care application, or by signing the personal assistant's time sheet.
16. Distribute physical paychecks to each personal assistant, if applicable.
17. Comply with Program eligibility requirements including participating, as needed, in the required assessment and reassessment processes.
18. Report to the State, and take any action necessary to facilitate the return of, any overpayment or inappropriate payments from the Medicaid program made to my personal assistant(s).

III. ADDITIONAL RESPONSIBILITIES OF THE DESIGNATED REPRESENTATIVE ONLY:

In addition to responsibilities listed above that I, as Designated Representative, must

perform on behalf of the Consumer, I will:

1. Make myself available to ensure the consumer responsibilities are carried out without delay.
2. Be available and present for any scheduled assessment or visit by the independent assessor, examining medical professional, or LDSS when the member is not self-directing.

IV. RESPONSIBILITIES OF THE LOCAL DEPARTMENT OF SOCIAL SERVICES:

The LDSS must provide the Consumer with written educational materials outlining the roles and responsibilities of the Consumer to ensure they are making an educated, informed choice to receive Program services and will:

1. Determine Medicaid eligibility prior to the authorization of services.
2. Determine if the Consumer (not including the Designated Representative) is eligible for the Program and whether home care or personal care services should be authorized.
3. Determine if the Consumer is able and willing to assume all responsibilities associated with participating in the CDPAP or has a Designated Representative able and willing to act on the Consumer's behalf.
4. Upon each community health assessment, discuss and document that the Consumer's or Designated Representative's plan to assure adequate supports are available to meet the Consumer's needs.
5. Upon each community health assessment, develop a person-centered service plan/plan of care with the Consumer or Designated Representative, outlining the tasks to be completed by the personal assistant.
6. Maintain a copy of the person-centered service plan and plan of care in the Consumer's file and give a copy to both the Consumer and Designated Representative.
7. Authorize the type/amount of services and number of eligible hours.
8. Only authorize Program services provided through the SFI.
9. Investigate reports from the SFI that the consumer is not meeting their responsibilities.
10. Evaluate on an ongoing basis whether the Consumer requires personal care, home health care, or some other level of service.
11. Notify the Consumer and Designated Representative that Program services are being decreased or discontinued if the LDSS determines such services are no longer appropriate and, if applicable, refer the Consumer to other appropriate programs.
12. Provide the Consumer and Designated Representative with the appropriate fair hearing notice.

ALL PARTIES ACCEPT THE ROLES AND RESPONSIBILITIES TO PARTICIPATE IN THE CDPAP AS EXPLAINED ABOVE. FULFILLING THE CONSUMER'S ROLES AND RESPONSIBILITIES IS A REQUIREMENT OF PARTICIPATION IN THE PROGRAM. FAILURE TO FULFILL THE CONSUMER'S ROLES AND RESPONSIBILITIES MAY RESULT IN DISCONTINUANCE OF PROGRAM SERVICES.

Signatures

_____	_____
Consumer	Date
_____	_____
Designated Representative (if applicable)	Date
_____	_____
Local Department of Social Services	Date