

Venture Forthe Inc.

Consumer-Directed Personal Assistance Program (CDPAP)

Phone # 716-402-8902 Fax # 716-402-8900

CONSUMER AGREEMENT

Consumer's Name: _____

Consumer's Address: _____

Telephone Number: _____ Home _____ Cell _____

Date of Birth: _____

Medicaid Plan: _____ **Member ID:** _____

Email: _____

This Agreement sets forth the terms for me to participate in the Consumer Directed Personal Assistance Program (CDPAP) administered by Venture Forthe, Inc. (Venture Forthe). Participation in the Program allows me to manage my own home care, within the rules of the New York State Medicaid program. I agree to undertake the responsibilities set forth in this Agreement and to engage Venture Forthe as Fiscal Intermediary. I agree that if I fail to meet my responsibilities under this Agreement, Venture Forthe, in accordance with Medicaid program rules, may terminate its provision of CDPAP services to me. Nothing in this Agreement shall be deemed to make Venture Forthe liable for any Responsibility of the Consumer. Venture Forthe is not responsible for the acts or omissions of any Personal Assistant.

CONSUMER RESPONSIBILITIES

1. I accept the responsibility to manage my plan of care. This includes hiring enough individuals for the job of Consumer Directed Personal Assistant ("Personal Assistant") to provide the services that are included in my plan of care. If a Personal Assistant is not able to provide my care, or unable to work scheduled hours, I agree that it is my responsibility to arrange for a substitute Personal Assistant.
2. I agree that I am the employer of the Personal Assistants. As employer, it is my responsibility to hire, fire, train, supervise and schedule Personal Assistants. I agree that I will exercise this authority within the rules of the Consumer Directed Program, the New York Medicaid program, this Agreement, and all other applicable laws.
3. I agree that I will train Personal Assistants to competently and safely perform the tasks that are included in my plan of care.
4. I agree that in accordance with Medicaid rules, the training I provide to my Personal Assistants will include a discussion regarding the Hepatitis-B vaccine and the use of Universal Precautions. I will also instruct my Personal Assistants that if an accident occurs while caring for me that may expose them to the Hepatitis-B virus, that they are to seek immediate medical treatment. I agree to inform my Personal Assistants that the Hepatitis-B vaccine is available at NO COST through Venture Forthe as the Fiscal Intermediary. If the use of Personal Protective

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Equipment, such as gloves or masks, is required, I agree to buy this equipment, with or without the assistance of Medicaid or other funding programs, at NO COST to my Personal Assistants.

5. I agree that in accordance with the rules of the Consumer Directed Program, I will not schedule any Personal Assistant before that Personal Assistant has completed and returned to Venture Forthe, the required health assessment, a Medical Doctor's Physical, and a record of MMR Vaccination or Titers Blood Test and any other required medical documentation. I acknowledge that a health assessment and PPD is required annually and if Venture Forthe informs me that a Personal Assistant has not completed a required health assessment, I will not schedule that Personal Assistant.
6. I agree that to the extent that Venture Forthe informs me that other forms must be completed or conditions satisfied before an individual is eligible to be employed by me as my Personal Assistant, I will not schedule that individual until such forms have been completed or conditions satisfied.
7. I agree that in accordance with the rules of the Medicaid Program I will not hire any individual who is on the exclusion list maintained by the New York State Office of Medicaid Inspector General. I agree that I will terminate any individual who is placed on that exclusion list or any other Medicaid Exclusion List.
8. I agree that in accordance with Consumer Directed Program rules, I will not hire my spouse or if I have a Designated Representative, the Designated Representative.
9. I agree that in accordance with the Consumer Directed Program rules that if I am under 21, I will not allow my parents or legal guardians to be my Personal Assistant if we reside in the same household.
10. I will inform Venture Forthe of each individual I hire as a Personal Assistant prior to scheduling that individual, and provide Venture Forthe with such information regarding that individual as Venture Forthe requests.
11. I will inform Venture Forthe immediately if I fire any Personal Assistant or any Personal Assistant resigns. I will instruct any Personal Assistant who resigns to submit a written notice to ConsumerDirected@ventureforthe.com or by mail to Venture Forthe Inc. Consumer Directed Program 3900 Packard Road Niagara Falls, NY 14303.
12. I will inform Venture Forthe immediately of any injuries suffered by any Personal Assistant while caring for me, including any exposure to Hepatitis B virus.
13. I will inform Venture Forthe of any change in my address, telephone number or email address.
14. I will inform Venture Forthe immediately of any change in my social or medical condition that affects my ability to meet my responsibilities under the Consumer Directed Program, including this Agreement.
15. I will inform Venture Forthe immediately if I am hospitalized or receive any overnight care in a facility not my home.
16. I acknowledge that while I am hospitalized or receiving overnight care in a facility not my home that I am not eligible to receive Consumer Directed Program services.
17. I acknowledge that under the rules of the Consumer Directed Program, Personal Assistants may only perform services that are included within my plan of care.
18. I acknowledge that under the rules of the Consumer Directed Program I cannot schedule Personal Assistants for any more hours than included within my plan of care.
19. I acknowledge that during the hours the Personal Assistant is working for me, the Personal Assistant cannot work for anyone else.
20. Except in accordance with the rules of the Medicaid program, I will not permit the Personal Assistant to transport me by motor vehicle. Venture Forthe, Inc. will make the applicable Medicaid program rules available to me on request.

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- 21. I agree that if I employ any individual to perform tasks not included in my plan of care, or to work hours not authorized under the Consumer Directed Program or this Agreement, I am solely responsible to pay such individual for the tasks or hours performed. I further agree to hold Venture Forthe, its officers, directors, employees and agents harmless from any claim, damages, penalty or award, including attorneys' fees, if any, that may result.**
- 22. I agree as Employer to allow Venture Forthe to distribute paychecks to each Personal Assistant on my behalf or to permit each Personal Assistant to participate in a direct deposit payroll distribution system.**
- 23. I agree as Employer that I will require each Personal Assistant to complete a timesheet in the form prepared by Venture Forthe. I agree to review each completed time sheet for accuracy and to attest to the accuracy of the completed time sheet.**
- 24. I agree to submit completed time sheets to Venture Forthe in accordance with the policies established by Venture Forthe, Inc. I will submit timesheets on Mondays, no later than 12 PM. I will keep a copy of each timesheet for six years and make the copies available at the reasonable request of Venture Forthe.**
- 25. I agree that I will review, and if accurate, approve and sign a "Paid Time Off Eligibility Request", whether they qualify or not. Please note that after one year of employment those who fall within the Domestic Worker's Rights Bill would be eligible for Paid Time Off.**
- 26. I agree that I will not schedule any Personal Assistant to work more than 16 hours in a day.**
- 27. I agree that I will not schedule any Personal Assistant more than six (6) days in any week and for no more than forty two (42) hours in any given week, running Sunday to Saturday.**
- 28. I agree to report any violation of Medicaid or Consumer Directed Program rules to Venture Forthe.**
- 29. I will comply with applicable labor and employment laws, including, but not limited to, those laws prohibiting discrimination based upon race, creed, color, national origin, sex, sexual orientation, disability and marital status.**
- 30. I agree that Venture Forthe is not responsible for the conduct of any Personal Assistant.**
- 31. I am aware that that Venture Forthe checks attendance both in person and over the phone.**
- 32. I understand that Venture Forthe checks time sheets to ensure that hours worked match hours authorized.**

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FISCAL INTERMEDIARY RESPONSIBILITIES

1. Venture Forthe will process each Personal Assistant's wages and benefits, process all income tax and other required wage withholdings, provide Workers' Compensation and Disability Insurance coverage, and comply with unemployment insurance requirements.
2. Venture Forthe will review submitted time sheets, and prepare and submit claims for payment in accordance with the rules of the Medicaid program and any applicable contract with a managed care entity.
3. Venture Forthe will make available at the time of hire a Pre-Employment Physical Form and the health assessment form required for each Personal Assistant prior to service as a Personal Assistant and annually thereafter.
4. Venture Forthe will maintain personnel records on behalf of the Consumer for each Personal Assistant. Such personnel records shall include time sheets, any other documentation necessary for wages and benefits, and any medical documentation required by 10 NYCRR § 766.11(c) and (d).
5. Venture Forthe will maintain records for each Consumer, including but not limited to: copies of the Consumer's authorizations; reauthorizations; this Agreement; and information regarding the Consumer's performance of responsibilities under the Consumer Directed Program.
6. Venture Forthe will monitor Consumer's ability to fulfill the Consumer's Responsibilities under the Consumer Directed Program. Venture Forthe, Inc. will notify the local Social Services District and/or managed care entity, as appropriate, of any circumstances that may affect Consumer's ability to participate in the Consumer Directed Program.
7. Venture Forthe will be available to Consumer during normal business hours Monday-Friday. (9AM-5PM).
8. Venture Forthe will maintain a corporate compliance program.
9. Venture Forthe will comply with the obligations of a Medicaid provider, including, but not limited to, the maintenance of records necessary to support payment of a Medicaid claim.
10. Venture Forthe will check Personal Assistants against the New York Medicaid Excluded Provider List when hired by Consumer and thereafter on a monthly basis.

Consumer/Designated Representative (*Employer*) Signature

Date

VENTURE FORTHE, INC. (*AUTHORIZED REPRESENTATIVE*)

Date