



## **TRI-MED HOME CARE SERVICES, INC.**

## **TRI-MED STAFFING, INC.**

**(TRI-MED)**

### **DIVISION OF RESPONSIBILITIES**

Where as both parties are interested in participation in the consumer directed personal assistant program, both parties agree to the following terms and conditions:

1. The consumer understands that personal assistant services under the CDPAP will not be paid by the program until all paperwork is completed and returned to the office.
2. The consumer must have Medicaid and provide assurances that it remains current.
3. Consumers who become ineligible for Medicaid benefits and who fail to notify the office of the situation and continue to receive personal assistant services during the period of ineligibility will be responsible for repayment to TRI-MED of any compensation received by the personal assistant during said period.
4. The consumer will meet the monthly spend down if applicable.
5. The consumer agrees not to employ their immediate family members defined as: spouse, father, mother as their personal assistant.
6. The consumer and his/her agent, or in the case of a minor child, the parents or guardian, takes full and complete responsibility for the recruiting, hiring, training, maintenance and termination of any and all personal assistants who provide services.
7. The consumer and his/her agent, or in the case of a minor child, the parents or guardian, takes full and complete responsibility for the recruiting, hiring, training, maintenance and termination of any and all personal assistants who provide services.
8. The consumer accepts responsibility for any and all items removed from or destroyed within consumer's primary residence or vehicle without consumers consent.
9. Any arrangements regarding transportation of the consumer as a duty of the personal assistant shall be an arrangement made strictly between the consumer and the personal assistant. It is understood that TRI-MED neither condones nor discourages this activity and accepts no liability in the event of an accident or injury.



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**EMPLOYER OF RECORD**

TRI-MED will act as the employer of record for payroll, employee benefits and insurance, as applicable. In this capacity, we will accept time slips and issue paychecks in the name of each personal assistant employed by the consumer for the authorized number of hours per week. Appropriate federal, state, and FICA withholding taxes will be collected. Personal Assistants will receive year-end W-2 earnings statements.

TRI-MED will compensate the consumer's personal assistant(s) only for the authorized weekly hours worked. Should the personal assistant(s) work more than the authorized hours per week, the consumer assumes full responsibility for payment to the personal assistant(s) of all unauthorized hours of service.

Inform TRI-MED of any changes in status including, but not limited to hours worked and hospitalization.

The signatures below signify understanding and acceptance of this agreement by all parties.

Consumer or Consumer's Agency Signature: \_\_\_\_\_

Date: \_\_\_\_\_

The Program Representative Signature: \_\_\_\_\_

Date: \_\_\_\_\_