

Member Name: \_\_\_\_\_

CIN: \_\_\_\_\_

11. Report and return to MCO any overpayment or inappropriate payments from the Medicaid program made to Consumer Directed Personal Assistants.

I have read and understand the roles and responsibilities of the Plan and me in order to receive CDPAS.

\_\_\_\_\_  
Member / Designated Representative Name      Signature      Date

\_\_\_\_\_  
Witness Name & Relationship to Consumer      Signature      Date

Primary Personal Assistant:

Name: Hossam Elnaggar

Address: 333 Ovington Ave.

Phone: (347) 206-0083

Relationship to Consumer: Brother

Secondary Personal Assistant:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Relationship to Consumer: \_\_\_\_\_

Member Initials: \_\_\_\_\_

MARKS HOMECARE AGENCY INC.  
Consumer Directed Personal Assistance Program

**DIVISION OF RESPONSIBILITIES**

Whereas 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 this situation and continue to receive personal assistant services during the period of ineligibility will be responsible for repayment to MARKS HOMECARE AGENCY INC. 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/or her agent, or in the case of a minor child, the parent or guardian, Takes full and complete responsibility for the recruitment, hiring, training, maintenance and termination of any and all Personal Assistants who provide services.
- 7 The Consumer accepts responsibility for securing back up Personal Assistants in the event that a scheduled assistant is unable to perform or show up for a scheduled shift. It is understood that MARKS HOMECARE AGENCY INC. keeps no list of such back-up Assistants and shall be held harmless in the event of accident or injury resulting when the Consumer does not receive care during scheduled hours.
- 8 The Consumer accepts responsibility for any and all items removed from or destroyed within Consumers 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 agreement made strictly between the Consumer and the personal assistant. It is understood that MARKS HOMECARE AGENCY INC. neither condones nor discourages this activity and accepts no liability in the event of accident or injury.
- 10 MARKS HOMECARE AGENCY INC. 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 earning statements.
- 11 MARKS HOMECARE AGENCY INC. 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.
- 12 Inform MARKS HOMECARE AGENCY INC. of any changes in status including, but not limited to, address, telephone number CDPAP's name, hours worked and hospitalization.

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

Consumer Signature: Reham Elnaggar

Marks Home Care Agency Witness Signature: \_\_\_\_\_

Date: 09/11/20