

## RESOURCES FOR LIVING INDEPENDENTLY

### CONSUMER-ATTENDANT EMPLOYER-EMPLOYEE AGREEMENT

#### **Parties to Agreement**

This employment Agreement is made between \_\_\_\_\_ (hereafter referred to as “Consumer”) and \_\_\_\_\_ (hereafter referred to as “Attendant”). The purpose of this Agreement is to establish the responsibilities of the parties to each other. Financial Management Services (“FMS”) are provided by Resources for Living Independently in accordance with the PA Department of Public Welfare Office of Long-Term Living FMS Standards.

#### **Duration of Agreement**

This agreement will be effective when it is signed by both parties. The agreement will be in affect until it is terminated by either party within fifteen (15) calendar days of notice to the other in writing.

#### **Attendant Qualifications**

The Attendant attests that he/she meets the following minimum qualifications for employment under the Consumer/Employer option:

1. Attendant is 18 years of age or older;
2. Attendant has the required skills to perform personal care services as specified in the Consumer’s Individual Service Plan (“ISP”);
3. Attendant possesses basic math, reading, and writing skills;
4. Attendant possesses a valid Social Security number;
5. Attendant is willing to submit to a criminal record and child abuse check;
  - a. Consumer agrees to select or employ Attendant on an interim basis pending completion of a criminal record and child abuse clearance check. Consumer has discussed with Attendant and reserves the right to dismiss the Attendant based on the results of the criminal record check and child abuse clearance.

#### **Attendant Responsibilities**

1. Attendant agrees to assist Consumer by providing the services and performing the activities specified in Consumer’s ISP.
2. Attendant agrees to protect the health and welfare of the Consumer by providing authorized services in accordance with the policies and standards of the CSPPPD Waiver, including the Minimum Qualifications for Employment as an Attendant.
3. Attendant agrees to provide personal care services as specified in the Consumer’s ISP on a schedule mutually agreed-upon by the Consumer and Attendant. On an exception basis, occasional variations in the Attendant services tasks and schedule may occur, based on mutual agreement of the parties.

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4. In the event of illness, emergency, or incident preventing Attendant from providing scheduled service to Consumer, Attendant agrees to notify Consumer as soon as possible so that Consumer can obtain assistance from someone else.
5. Attendant agrees to participate in training and providing personal care services, including training in performing any health maintenance activities, as required by Consumer and/or as specified in Consumer's ISP.
6. Attendant agrees to maintain Consumer's confidentiality and respect his/her privacy.
7. Attendant agrees to pay all required federal, state, and/or local wage and/or income taxes levied against Attendant's wages through amounts withheld from gross wages. Attendant agrees to cooperate with Consumer and Consumer's fiscal/employer agent in providing information needed to comply with all income and unemployment taxation laws and regulations.
8. Attendant understands that this agreement does not guarantee employment or payment of minimum amount for any time period.
9. Attendant understands that he/she is employed by the Consumer and not by the provider agency, the Consumer's fiscal/employer agent), or the Commonwealth of Pennsylvania Department of Public Welfare.

#### **Consumer Responsibilities**

1. Consumer agrees to orient, train, and direct Attendant in providing the personal care services that are requested by the Consumer and in accordance with the ISP.
2. Consumer agrees to establish a mutually-agreeable written schedule for Attendant's services; a copy to be provided to the Attendant.
3. Consumer agrees to provide adequate notice of changes in Attendant's work schedule in the event of unforeseen circumstances or emergencies, but such notice cannot be guaranteed.
4. In consideration of Attendant's satisfactory job performance Consumer agrees to (1) approve and sign the completed Attendant timesheets, (2) sign the Services Rendered Reports ("SRR"), and (3) pay Attendant net wages on a regular and timely basis according to a predetermined payroll schedule. Net wages will include gross earnings calculated according to Consumer-authorized Attendant's pay rate minus payroll deductions for federal income taxes, employee's share of FICA, state income tax, local taxes, and other deductions as appropriate. Consumer agrees to provide Attendant with a record of payments and deductions made from gross wages.

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5. Consumer agrees to pay income and unemployment taxes and make regular payments of Workers' Compensation insurance premiums on behalf of the Attendant.

**Modification of Agreement**

This Agreement may be modified by agreement of both parties.

**Mutual Responsibilities**

The parties agree to follow the policies and procedures of Resources for Living Independently ("RLI"), RLI's designees, and all federal and state regulations in accordance with the Office of Long-term Living's FMS Standards. The Attendant and Consumer agree to hold harmless, release, and forever discharge RLI, the Pennsylvania Department of Public Welfare, and their agents from any claims and/or damages that might arise out of any action of omissions by the Attendant or the Consumer.

\_\_\_\_\_  
Consumer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attendant Signature

\_\_\_\_\_  
Date