

MEMORADUM OF UNDERSTANDING

For the Provision of the
Consumer Directed Personal Assistance Program (CDPAP)

By and between
**The Monroe County Department of Human Services,
Division of Social Services**

And

Center for Disability Rights, Inc.

In accordance with Sections 365-f and 367-p (c) of the Social Services Law, the parties seek to enable Medicaid recipients (the "Consumer") to utilize the Consumer Directed Personal Assistance Program (CDPAP). The CDPAP Provider Agency, **Center for Disability Rights (CDR)** with offices at **412 State Street, Rochester, NY 14608** will provide services for the **Monroe County Division of Social Services** with offices at **111 Westfall Road, Rochester, NY 14620**.

WHEREAS, the MCDSS desires to have CDR provide such services for eligible Medicaid recipients (hereinafter, the "Consumer"),

NOW, THEREFORE IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

CDR will assume the role of fiscal intermediary and act as paymaster of record for the Consumer's Personal Assistant (hereinafter the "CDPA"). CDR will provide local assistance (e.g., instructing the Consumer about his/her responsibilities as outlined below), quality assurance (e.g., meeting periodically with MCDSS to review quality control issues) and facilitate peer support, including the establishment of an advisory committee for the purpose of program review and support. CDR will work closely with the MCDSS in all phases of the delivery of CDPAP to be provider under this agreement.

Although the consumer is not a party to this agreement, the consumer will be required to execute a separate agreement confirming his/her responsibilities as enumerated below.

The parties hereby agree as follows:

Responsibilities of the Consumer

The consumer and/or the consumer's guardian shall undertake the following:

1. Recruit, interview, hire, train, supervise, schedule and terminate the CDPA.
2. Provide equal employment opportunities as specified in the Consumer's Agreement with CDR and the Employment/Wage Agreement, which is signed by both the Consumer and the CDPA.
3. Inform CDR of any changes in status including, but not limited to, address, telephone number, CDPA's names, addresses, hours worked and hospitalization. Inform the social services district of any change in status, including address and telephone number changes and hospitalizations.

4. Process the required paperwork for CDR including time sheets, annual worker health assessments, and required employment documents.
5. Arrange and schedule back up CDPA coverage for vacations, holidays, and in case of illness.
6. Distribute paychecks to each CDPA.
7. Insure that each CDPA works the hours indicated on the time sheet.
8. Meet with a registered nurse as well as a nurse from MCDSS once every six months for the required nursing review.
9. Enter into a written Agreement with CDR, which acknowledges these responsibilities.
10. Cooperate with requirements to maintain Medicaid eligibility, including re-certification and "spend-down" requirements.

Responsibilities of CDR

Upon the completion of the rate approval process by the New York State Department of Social services, CDR shall undertake the following:

1. Process the payroll for each CDPA, including withholdings for Federal, State and local income tax and Social Security (FICA). Act as the employer of record for Social Security (FICA).
2. Monitor the completion of the required annual worker health assessment and all required employment documents.
3. Act as the employer of record for insurance, unemployment and worker compensation benefits.
4. Coordinate annual leave, health insurance, and other benefit programs for each CDPA.
5. Monitor the completion of the required nursing assessment forms and the Consumer Agreement outlining responsibilities assumed thereby.
6. Maintain a personnel record for each DCPA which shall include, at a minimum, copies of the enrollment forms, the annual worker health assessments, and the information needed for payroll processing and benefit administration.
7. Maintain consumer record, which includes copies of the MCDSS approval/referral, the MCDSS service authorizations, the agreement signed by the Consumer outlining the responsibilities assumed thereby, the periodic nursing assessments, and other documentation of the CDR's efforts to monitor the Consumer's ability to meet its obligations.
8. Assist the Consumer with recruitment and service coverage referrals, and provide informational support for training, supervision, advocacy and personal management.
9. Monitor the Consumer's ability to meet contractual obligations.

10. Provide local support to the Consumer by coordinating payroll distribution, the distribution of forms, and the collection of information.
11. Coordinate access to health facilities capable of providing the required annual worker health assessment and other health related program requirements.
12. Establish an advisory committee, which will consist of disabled consumers, advocates and/or other interested parties. The committee will oversee quality assurance of this agreement and provide MCDSS and CDR with assistance and support, which may include peer counseling, referral and program monitoring.
13. Provide the MCDSS with monthly statistical reports in the manner and form determined by the Division to be necessary and appropriate, to permit the proper documentation of the growth of the CDPAP and the level of savings achieved as a result of this agreement.
14. Monitor the Consumer's continuing suitability for the CDPAP.
15. Cooperate and participate in any administrative hearings regarding the termination or modification of the care plan for the Consumer.

Responsibilities of Monroe County Division of Social Services

The Monroe County Division of Social Services shall undertake the following:

1. A. Determine that the Consumer is a resident of the authorizing county and is Medicaid eligible.
B. Determine that the Consumer is eligible for long term care and services provided by a certified home health agency, the long term home health care program, the AIDS home care program or personal care services.
C. Determine, pursuant to an assessment of the person's appropriateness for the program conducted with an appropriate long term home health care program, certified home health agency, or an AIDS home care program or pursuant to the personal care program, that the Consumer is in need of home care services or private duty nursing.
D. Determine that the Consumer is able and willing or has a legal guardian able and willing to make informed choices, or has designated a relative or other adult who is able and willing to assist in making informed choices, as to the type and quality of services, including but not limited to nursing care, personal care, transportation and respite services.
2. Determine Consumer's eligibility for the program through its approved annual plan procedure including the initial assessment and periodic reassessments. The MCDSS will authorize the level and amount of services required and will authorize the reimbursement for CDPAP services to the CDR as prescribed by the New York State Department of Social Services.
3. Facilitate the transfer the Consumer to other programs with more traditional agency control should the Consumer be deemed inappropriate to continue participation in the CDPAP.
4. Provide all eligible individuals receiving home care with notice of the availability of the program and an opportunity to apply for participation in the program.

- 5 Provide Consumers with the appropriate fair hearing notice and the opportunity for a fair hearing with aid-continuing, if appropriate, at such times as the MCDSS requires.

Right to Terminate Agreement


1. Upon sixty (60) days notice, any party may terminate this agreement without further liability.
2. This agreement will terminate upon notification from the New York State Department of Social Services that State and/or Federal funds are unavailable for these services or for any other reason specified by the Department.
3. In the event either party wishes to terminate this agreement, written notice by either party shall be delivered via registered mail to the individuals whose signatures appear on the attached signature page at the address noted.
4. The period of this agreement is **1/1/07 through 12/31/07.**

The parties agree that the following attachments are part of this agreement:
Attachment A: Debarment Certification

Rev. 1/07


IN WITNESS THEREOF, the parties have hereunto signed this agreement on the day and year appearing opposite their respective signatures.

Date 2/8/07



Kelly A. Reed, Commissioner
Monroe County Division Of Social Services

Date 1/8/07



Center For Disability Rights
Federal ID #22-3141275

STATE OF NEW YORK) SS
COUNTY OF MONROE)

On this 28 day of Feb., 2007, before me personally came **KELLY A REED**, to me known, who being by me duly sworn, did depose and say that she resides in Rochester, N.Y., that she is the **COMMISSIONER** of the **MONROE COUNTY DIVISION OF SOCIAL SERVICES**, the Agency described in and which executed the above instrument; that as Commissioner of said Agency she signed her name thereto.

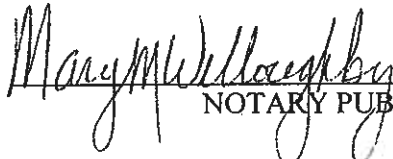


NOTARY PUBLIC

ALLISON P. DUNN, NOTARY PUBLIC
STATE OF NEW YORK, County of Monroe
Registration No. 11111-03300
My Commission Expires: 9/19/10

STATE OF NEW YORK) SS
COUNTY OF MONROE)

On this 8th day of JANUARY, 2007, before me personally came BRUCE E. DARLING, to me known, who duly sworn, did depose and say that (s)he resides in HILTON, NY; that (s)he is the EXECUTIVE DIRECTOR of CENTER FOR DISABILITY RIGHTS, the corporation described in and which executed the foregoing instrument, that (s)he signed his/her name thereto by order of the Board of Directors.



NOTARY PUBLIC

7-15-2009