



**Public Partnerships LLC**  
PO Box 310, Binghamton, NY 13902  
Fax: 1-833-951-0828

**Memorandum of Understanding**

**Consumer Name:**

**PPL ID:**

\_\_\_\_\_  
(First name, Last name)

\_\_\_\_\_

**Designated Representative Name (if applicable):**

**PPL ID:**

\_\_\_\_\_  
(First name, Last name)

\_\_\_\_\_

This Memorandum of Understanding (MOU) is for the Consumer Directed Personal Assistance Program (CDPAP). CDPAP is governed by the New York Department of Health (DOH).

To participate in the CDPAP, a consumer must understand and agree to their role and responsibilities, and the role and responsibilities of Public Partnerships LLC (PPL), the statewide fiscal intermediary.

**Responsibilities of the consumer:**

The consumer, (and their Designated Representative, if there is one) understand and agree that they are responsible for the following:

1. Working with their Local Department of Social Services (LDSS Office) or Managed Care Organization (MCO) to:
  - Develop a person-centered service plan and plan of care, and
  - Update the person-centered service plan and plan of care at least once a year or when a significant change in circumstances occurs.
2. Following their person-centered service plan and plan of care.
3. Contacting their LDSS Office or MCO if they have questions about the person-centered service plan or plan of care.
4. Being available and present for any scheduled assessment or visit by the independent assessor, examining medical professional or LDSS Office staff member.
5. Recruiting and hiring enough PAs for the consumer’s needs.
6. Making sure the consumer’s PA(s) are qualified and remain qualified to work.
7. Training PAs on the consumer’s needs.
8. Scheduling and supervising the consumer’s PA(s).



YOUR LIFE  
YOUR CARE  
YOUR PEOPLE

9. Ensuring a safe home environment for the consumer to receive services.
10. Staying within the limits of the consumer's service authorization.
11. Creating and maintaining a back-up plan, to ensure that services continue when a PA cannot work their shift.
12. Making sure that the consumer's PA(s):
  - Accurately and timely submit required registration documents to PPL,
  - Safely and correctly do only the tasks listed in the plan of care,
  - Work only the number of hours the service authorization allows, and
  - Accurately and timely report their time worked through PPL's Time4Care™ app, or another approved method.
13. Following all employment laws.
14. Treating the consumer's PAs fairly and honestly.
15. Ending a PA's employment, if that is necessary.
16. Telling PPL if a PA is no longer working for the consumer.
17. Telling PPL and the LDSS Office or MCO within 5 business days of any change in the consumer's status or condition. This includes, but is not limited to:
  - Hospitalizations,
  - Address and telephone number changes, and
  - Out of state travel, if the consumer will be receiving services out of state.
18. Not using CDPAP services outside the United States or its territories; or as approved in the Consumer's plan of care.
19. Participating in any CDPAP required assessment to ensure that the consumer remains eligible for CDPAP services.
20. Following all other CDPAP requirements.

### **Responsibilities of Public Partnerships LLC (PPL):**

PPL has been hired by DOH to serve as the single statewide fiscal intermediary for CDPAP. In that role, PPL is responsible for the following:

1. Assisting the consumer by providing guidance about the rules of CDPAP.
2. Serving as the "joint employer" of the consumer's PAs.
3. Issuing paychecks to the consumer's PA(s).
4. Withholding required taxes from the PAs' paychecks
5. Ensuring that a PA has completed all the required registration paperwork before they start providing services.
6. Providing PAs with benefits including:
  - Health Insurance,



YOUR LIFE  
YOUR CARE  
YOUR PEOPLE

- Unemployment Insurance, and
  - Worker's compensation Insurance.
7. Processing wage verification requests, Paid Family Leave claims, and Family Medical Leave Act claims.
  8. Monitoring the consumer (and DR, if there is one) to ensure that they are able to fulfill their CDPAP responsibilities.
  9. Notifying the LDSS Office or MCO of any circumstance that may affect the consumer's (or the DR's, if there is one) ability to fulfill their CDPAP responsibilities.
  10. Ensuring that all services provided meet the cultural and linguistic needs of the consumer, of the DR (if there is one), and of the PAs.
  11. Providing training for consumers, DRs and PAs.
  12. Maintaining copies of CDPAP records including registration forms, information needed for payroll and benefits and consumer service authorizations.

**The right to end this MOU:**

This MOU will end if:

- The consumer voluntarily withdraws from CDPAP,
- The consumer no longer qualifies for CDPAP, or
- The consumer or their Designated Representative cannot fulfill CDPAP responsibilities.

**Agree and sign:**

By signing below, the consumer and PPL agree that:

- They have read and understand all of this MOU.
- They agree to the terms and responsibilities discussed in this MOU.

**Consumer Signature:**

**Date:**

---

---

**Consumer Name (please print):**

---

**PPL Representative Signature:**

*Maria Perrin*