

Consumer Directed Services

**Employer and Employee Service Agreement**

The name of individual receiving services, hereafter referred to as the "**Consumer**," is:

\_\_\_\_\_

The Consumer's program, \_\_\_\_\_, hereafter referred to as the "**program**," is funded and administered by the Texas Department of Aging and Disability Services (DADS).

The name of the employer, hereafter referred to as "**Employer**" is: \_\_\_\_\_ The Employer

is the  Consumer,  parent of a minor or  court-appointed guardian of the Consumer.

This agreement is between the Employer and \_\_\_\_\_ hereafter referred to as "**Employee**."

**The Employer Agrees:**

1. To give notice to the Employee as soon as possible of any change(s) in the work schedule, the tasks to be performed or the number of hours the Employee will work.
2. To adhere to all federal, state, and local employment-related laws and regulations.
3. To assume responsibility for:
  - a. liability for any negligent acts or omissions by the Employer, his/her Employee(s) and service provider(s), the Designated Responsible Party (if applicable), the Consumer or others in the work place; and
  - b. managing the risk and liability of any incidence(s) of Employee work-related injury/injuries or illnesses.
4. To provide orientation and training to the Employee of tasks and activities to be performed.
5. To provide the Employee with written notice of compensation for services delivered.

**The Employee Agrees:**

1. I, \_\_\_\_\_, the Employee, am willing and able to perform the tasks as outlined by, and at the direction of, the Employer, the Consumer or the Designated Responsible Party, if applicable.
2. To provide information and documents to the Employer, as required, to maintain current, up-to-date personnel records. The information and documents include at least changes in address and/or telephone numbers, criminal convictions and evidence of employment status and qualifications.
3. To not use the personal property of the Employer or the Consumer without prior approval. The Employee will reimburse the Employer for any expense incurred related to his/her personal use of the personal property.
4. To respect the rights and dignity of the Consumer and to follow safety procedures for the benefit of the Consumer and the Employee.

5. To notify the Employer as soon as possible when the Employee will be late for work or is not able to work, as well as not report to work when illness or another condition may jeopardize the health and safety of the Consumer.

**Both the Employer and the Employee Agree:**

1. That this document serves as an agreement, not an employment contract.
2. That the Employer employs the Employee. The Employee is not an independent contractor. The Employer controls the training and management, evaluation and firing/termination of the Employee.
3. That the Employee is not barred by relationship to the Consumer, Employer or Designated Responsible Party, if applicable, from being an Employee.
4. That a Consumer Directed Services Agency (CDSA) is responsible for the administration of program funds on behalf of the Employer, including payroll functions.
5. That funding for services to pay the Employee is from public sources, and financial accountability and liability applies to the use of the funds. Both the Employer and the Employee have an individual and joint responsibility to account for the use of public funds.
6. To provide an accurate accounting of services delivered by the Employee, and to submit accurate time sheets and documentation for reimbursement to the CDSA.
7. To bill only for actual time worked, allowable benefits and CDS-related expenses (billing for services and items not allowed or budgeted results in non-payment by the CDSA).
8. The Employer must not charge any fee to the Employee. The Employee must not make any payment to the Employer related to the Employee's employment. Any corrections to payroll are made by the CDSA.
9. That neither the CDSA or DADS is responsible or liable for any negligent acts, work-related injuries or omissions by the Employer, Consumer, Employee, other Employees and service providers and/or the Designated Responsible Party, if applicable.
10. That personal medical and personal information and data about the Consumer and the Employee is confidential. This information is not to be discussed, directly or indirectly, with others outside of the work environment at any time, currently or in the future.

**Duration and Modification of Service Agreement**

1. This service agreement will be in effect as of the date this agreement is signed by the Employer and Employee. This service agreement must not precede the date the Consumer is eligible to participate in the program or in Consumer Directed Services.
2. This service agreement can be modified by agreement of both parties, unless prohibited by DADS rules or policy, or by applicable state, federal and/or local regulations.
3. This service agreement will terminate when:
  - a. the Consumer's participation in Consumer Directed Services ends voluntarily or involuntarily;
  - b. the client is no longer eligible for the DADS program or for CDS participation;
  - c. the Employee is convicted of a crime or listed on a registry that forbids employment by law;
  - d. a relationship change occurs and continued employment is prohibited; or
  - e. the Employee fails to maintain and provide documentation of eligibility or qualifications for continued employment.

4. This service agreement may be terminated, without cause, by either party with 14-calendar days written notice. A different time frame may be used if both parties agree in writing.

The following required documents are incorporated by reference:

Document	Date of Signatures
DADS Form 1725, Criminal History and Registry Check	
Criminal Convictions History Report from the Texas Department of Public Safety (DPS)	
DADS Form 1729, Applicant Verification	
DADS Form 1733, Employer and Employee Exemption from Nursing License for Certain Services	
DADS Form 1734, Applicant and Employer Certification of Relationship for Employment	

Acknowledgement of service agreement, including documents incorporated by reference:

**Employer:**

**Employee:**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date