

**VIRGINIA DEPARTMENT OF MEDICAL ASSISTANCE SERVICES
SERVICE AGREEMENT BETWEEN THE INDIVIDUAL AND THE
CD SERVICES FACILIATION PROVIDER**

This agreement is made between _____, hereafter referred to as "Consumer-Directed (CD) Service Facilitator" and _____, hereafter referred to as "individual," for the purpose of establishing the relationship, roles, and responsibilities of the parties. The CD service facilitator is a CD services facilitation provider enrolled in and authorized to provide services through the Virginia CD Service Programs of the waiver services program in which the individual is enrolled. The individual is eligible to receive CD personal care, respite services, and/or companion services, depending upon the services that are allowed in his or her service plan.

A. Individual

1. By this agreement, the individual chooses the CD service facilitator as the qualified provider of services facilitation services that the individual is authorized to receive through the Medicaid Waiver. The individual understands that the services that the CD service facilitator will provide are limited to those activities and tasks related to the individual's approved service plan.

2. The individual agrees to follow the policies and procedures of the CD service facilitator, of the CD service facilitator's designees, and of the Virginia CD Services Programs, including:

- a) Reporting to the CD service facilitator any changes that would affect the individual's eligibility or need for CD services;
- b) Receiving training and assistance from the CD service facilitator and participating in training for employees, as necessary, to ensure the individual's health and safety and the individual's continued participation in the CD Services Program(s);
- c) Allowing the CD service facilitator and/or representatives of the Virginia CD Services Program(s) into the individual's home at least once per month to monitor the individual's participation in the Program(s); and
- d) Making available for the CD service facilitator's inspection and copying documents and records required for the individual's continued participation in the Virginia CD Services Programs.

The individual understands that failure to follow these policies and procedures may result in the individual's termination from the Virginia CD Services Program(s).

3. The individual understands his or her right to select employees, make decisions about, direct the provision of, and control the CD service(s) to the maximum extent that the individual desires and is capable. The individual understands that he or she may request and receive assistance and support from the CD services facilitator in coordinating the individual's CD services.

4. The individual is responsible for timely completion and delivery of employee time sheets according to the payroll schedule established by the fiscal agent. The individual understands that late arrival of time sheets may result in delays in the employee being paid.

5. The individual agrees to pay, through a fiscal agent acting on the individual's behalf, the employee's wages in full on a regular schedule for the approved hours worked by the employee.
6. When an employee's employment ceases, the individual agrees to notify the CD service facilitator and fiscal agent of the date and reason the employment ceased.

B. CD Service Facilitator

1. As an authorized service provider in a Department of Medical Assistance Services (DMAS) Waiver Services Program, and as the service facilitation provider selected by the individual, the CD service facilitator agrees to provide service facilitation services in accordance with DMAS regulations, policies, and guidelines.
2. The CD service facilitator will provide management training and skills development for the individual.
3. The CD service facilitator agrees to supervise the service plan in a manner that ensures the individual's health, safety, and personal autonomy, including periodic monitoring of the provision of the services. The CD service facilitator agrees to ensure that services provided to the individual are authorized and appropriate.
4. The CD service facilitator agrees to maintain appropriate records and to provide the individual with information necessary for the individual's continued participation in the Virginia CD Services Program(s).

C. Regulations

Any applicable federal, state, and/or local regulations, including this CD Waiver Services Employer Manual, pertaining to the provision and receipt of CD services are hereby incorporated by reference in this agreement. This includes agreeing to be available for any DMAS quality management reviews (QMRs).

D. Duration and Modification of Agreement

This written agreement constitutes the entire agreement and understanding between and among the individual receiving CD waiver services and the CD service facilitator. This agreement shall be in effect as of the date the agreement is signed by the individual and the CD service facilitator. The agreement can be modified by agreement of both parties. This agreement may be terminated immediately by either of the parties upon breach of any of its terms. This agreement may be terminated without cause upon ten (10) days' written notice of one party to the other.

Individual's/Employer of Record's Signature

Date

CD Service Facilitator's Signature

Date

This form must be signed and a copy maintained in the employer's and the service facilitator's records.
Revised 0709 (originally in 2005 Consumer-Directed Employer Manual)