



Personal Care Attendant (PCA) Service Agreement

Consumer Information

Name		MID Number	
Email Address			

☐ Check here if Consumer does not have a Surrogate or Administrative Proxy.

Surrogate / Administrative Proxy Information *(if applicable)*

Name		
Role	<input type="checkbox"/> Surrogate / <input type="checkbox"/> Administrative Proxy	

Consumer Emergency Contact

Name			
Email Address		Phone	
Home Address			
Relationship			

Agency Information

Personal Care Management (PCM) Agency		Fiscal Intermediary	
Name:	[AGENCY NAME]	Name:	Tempus Unlimited
Address:	[ADDRESS 1] [ADDRESS 2]	Address:	600 Technology Center Drive Stoughton, MA 02072
Phone:	[PHONE]	Phone:	(877) 479-7577
Email:	[EMAIL]	Email:	MAFMS@tempusunlimited.org
Skills Trainer:	[NAME]	Fax:	(800) 359-2884

Introduction and Instructions

This form is called the "Service Agreement." The Service Agreement is an important form that is used by the MassHealth Personal Care Attendant (PCA) program. The Service Agreement describes the roles and responsibilities of each party in the PCA program, including: the Consumer; the Surrogate or Administrative Proxy (if any); the PCA; the Personal Care Management (PCM) agency; and the Fiscal Intermediary (FI).

If you are a Consumer, your PCM agency will help develop the Service Agreement based on your individual needs. If you use a Surrogate or Administrative Proxy to help manage your PCA services, they will also be included in developing the Service Agreement. Your PCM will review your Service Agreement at the following times, and make changes as needed:

- During every quarterly skills training visit (also known as "quarterly Comprehensive Functional Skills Training");
- During every annual skills training visit (also known as "annual Comprehensive Functional Skills Training");
- Within 10 days of when you identify a new Surrogate or Administrative proxy (at a Comprehensive Functional Skills Training session);
- If you are not managing your PCA services effectively (at an Issue-Focused Functional Skills Training session); and
- If you, your Surrogate or Administrative Proxy, your PCM agency, or MassHealth requests a review.

The PCA program rules require Consumers, Surrogates, and Administrative Proxies to complete the Service Agreement with their PCM agency.

Section A: Consumer, Surrogate, and Administrative Proxy Responsibilities

Instructions: Please enter the initials of the person responsible for each task described below. For instance, if a task will be completed by the Consumer, the Consumer should enter their initials in the appropriate box. Either the Consumer's, Surrogate's, or Administrative Proxy's initials must be entered for each responsibility. The PCM, Consumer, and Surrogate or Administrative Proxy (if any) will complete this section together. A blocked-out box means that the Administrative Proxy cannot manage that responsibility.

Responsibilities	Initials		
1. Assessments and Evaluations	Consumer	Surrogate	Admin. Proxy
Cooperating with MassHealth and the PCM agency during all assessments			
Cooperating with MassHealth and the PCM agency during all evaluations and re-evaluations			
Reviewing and signing the evaluation or reevaluation prepared by the PCM agency nurse			
Reviewing and signing the Consumer Assessment to Manage PCA Services			
Reviewing and signing the PCA Service Agreement			
Reviewing and signing the Surrogate or AP Assessment to Manage the PCA program (if appropriate)			

2. PCA Management Tasks	Consumer	Surrogate	Admin. Proxy
Complying with all applicable MassHealth regulations			
Ensuring that the Consumer does not schedule a PCA to work, or submit timesheets for PCA work, during the time the Consumer is attending a MassHealth program such as group adult foster care, adult foster care, day habilitation, or adult day health			
Ensuring that the Consumer does not schedule a PCA to provide, or submit timesheets for providing, noncovered services, including working for a Consumer while the Consumer is in an inpatient facility such as a hospital or nursing facility			
Scheduling PCAs for no more than the number of hours authorized by MassHealth			
Ensuring that PCAs perform only the tasks described on the Consumer's authorized PCA evaluation			
Completing the appropriate documentation to inform the FI of the date of hire and the date of termination of the Consumer's PCAs			
Notifying the FI of any changes to the PCAs' contact information, including address, phone number, and email address			
Notifying MassHealth, the PCM agency, and the FI of any changes to the Consumer's contact information, including address, phone number, and email address			
Contacting the PCM agency when the Consumer wants a PCA to work overtime (Payment for overtime requires authorization from MassHealth.)			
Notifying the PCM agency if more or fewer PCA hours are needed because of a change in medical condition or because of a change in living situation			
Working with the FI and the PCM agency to resolve any disagreements or complaints			

3. Responsibilities as an Employer of PCAs	Consumer	Surrogate	Admin. Proxy
Complying with all applicable state and federal labor laws, including, but not limited to, federal and state child labor laws (The PCM agency can tell Consumers whom to contact if there are questions related to state or federal labor laws.)			
Hiring, scheduling, training, and terminating PCAs			
Employing PCAs who meet the requirements described in Section B of this PCA Service Agreement			
Creating and maintaining a safe work environment free from discrimination and harassment			
Honoring PCAs' requests to take Paid Time Off (PTO)			
Informing PCAs of the requirement to have their checks directly deposited into their personal bank account or on the FI provided debit card (The FI can provide information about direct deposit.)			
Completing and signing all employment forms as required by the FI, including the Employment Eligibility Verification Form (I-9) (The FI cannot pay the Consumer's PCAs until the Consumer and the Consumer's PCA complete all required paperwork.)			
Submitting activity forms (timesheets) in the time frame required by the FI (complying with the Electronic Visit Verification (EVV) requirements as appropriate)			
Ensuring that the Consumer's activity forms (timesheets) correctly identify the hours that the PCA worked for each pay period, and that the name of the PCA is correct			

4. PCA Program Responsibilities	Consumer	Surrogate	Admin. Proxy
Responding to any communication from the PCM agency, FI, and MassHealth in a timely manner			
Working with PCM agency to schedule, and ensure participation in, Functional Skills Training sessions and evaluations			
Submitting overtime requests as applicable			

Additional Notes:

Section B: Looking for a PCA, and PCA Roles and Responsibilities

1. When interviewing for the PCA role, look for someone who:

- is legally allowed to work in the United States, based on their age, immigration status, and other factors;
 - Note: the FI can explain the legal requirements for someone to work as a PCA
- can understand and carry out directions given by the Consumer and/or the Consumer's Surrogate (if any);
- is willing and able to receive training and supervision, and follow directions, from the Consumer and/or the Surrogate (if any);
- will treat the Consumer with respect, free from abuse and neglect;
- meets CORI or SORI requirements, as established by their consumer-employer;
- is **not** the Consumer's Surrogate or Administrative Proxy; and
- is **not** the Consumer's legal guardian, legally responsible adult, or spouse.

2. PCA Responsibilities

- Provide the Consumer with physical assistance with activities of daily living (ADLs) and instrumental activities of daily living (IADLs), as described in the Consumer's PCA evaluation and as approved in the Consumer's PCA Prior Authorization and in accordance with the MassHealth PCA program regulations at 130 CMR 422.000;
- Complete required PCA New Hire Orientation; and
- Use the EVV application and time keeping system, if required to do so.
- Please also see the PCA Job Description and PCA Provider Agreement form for more information.

Section C: PCA Backup Plan and List of Replacement Workers

PCA Backup Plan

- It is very important that the consumer have a plan in place in case a PCA is unable to work. Please describe what will be done and who will be contacted to work if a regularly scheduled PCA is unexpectedly not available.

Section D: PCM Agency Responsibilities

The Personal Care Management (PCM) agency is responsible for the following:

1. Service Agreement

- Developing this formal written PCA Service Agreement with the Consumer and the Consumer's Surrogate or Administrative Proxy (if any);
- Providing the Consumer and the Consumer's Surrogate or Administrative Proxy (if any) with a copy of this PCA Service Agreement after it is completed and the consumer has signed it;
- Explaining the PCA Service Agreement to the Consumer;
- Giving the Consumer an opportunity to disagree with the PCA Service Agreement;
- Providing a way to resolve any disagreements as soon as possible; and
- Monitoring the PCA Service Agreement. This could include a visit from a skills trainer to ensure that the Consumer or the Consumer's Surrogate or Administrative Proxy (if any) is managing the PCA program successfully.

2. Customer Service

- Seeking and including the Consumer's input into the services provided by the PCM agency. This may include asking the Consumer to complete a satisfaction survey.
- Providing the Consumer with a copy of the PCM agency's complaint and grievance process and working with the Consumer to resolve any complaints about PCM services in a timely fashion, including any disagreements the Consumer may have about the PCA Service Agreement, Consumer Agreement, or Surrogate/AP Assessment.
- Having a phone system that allows Consumers to leave a voicemail after business hours;
- Responding to Consumer inquiries and voicemails within **three** business days;
- Providing written information to Consumers that is easy to understand and offering language support; and
- Providing PCM services that are culturally sensitive.

3. Assessments and Evaluations

- Conducting a formal written assessment of the Consumer's ability to independently manage the PCA program;
- Conducting a formal written assessment of the ability of the Surrogate or Administrative Proxy (if any) to manage the PCA program on behalf of the Consumer;
- Having a nurse and occupational therapist perform an evaluation of the Consumer's ability and need for PCA services to determine how many hours per day (6:00 A.M. to midnight) or hours per night (midnight to 6:00 A.M.) a PCA is needed to physically assist the consumer with activities of daily living (ADLs) and instrumental activities of daily living (IADLs);
- Submitting the Consumer's request for PCA services, including the Consumer's evaluation and reevaluation, to MassHealth in a timely fashion; and
- Notifying MassHealth if the PCM agency thinks the Consumer or the Surrogate or Administrative Proxy (if any) is not managing the PCA program according to the rules and regulations of the program.

4. Intake and Orientation / Functional Skills Training

- If a MassHealth member is new to the PCA program, providing intake and orientation services to the member to begin the eligibility determination process for PCA services, and telling the member and, the surrogate or administrative proxy, if any, about the rules, policies, and regulations of the PCA program;
- Providing functional skills training to instruct the Consumer and the Surrogate or Administrative Proxy (if any) about how to manage the PCA program successfully and safely, including how to:
 - schedule PCAs to work the appropriate number of hours per week that are authorized by MassHealth, and the use of the EVV system; and
 - recruit, hire, train, evaluate, and terminate PCAs;
- Describing MassHealth's policies for paying PCAs overtime and jury duty;
- Working with the Consumer to establish a list of persons whom the consumer can call to work as a PCA if the regularly scheduled PCA is unable to work;
- Informing the Consumer and Surrogate or Administrative Proxy (if any) about the FI and helping the Consumer complete all paperwork required by the FI before hiring a PCA and allowing a PCA to work;
- Informing the Consumer and Surrogate or Administrative Proxy (if any) about resources to support safe PCA services, such as the availability of Criminal Offender Record Information (CORI), Disabled Persons Protection Commission (DPPC), Sex Offender Registry Information (SORI), and the Massachusetts Elder Abuse Hotline; and
- Providing skills training to the Consumer as described in this PCA Service Agreement, and at the request of the Consumer, FI, or MassHealth.

Section E: FI Responsibilities

The Fiscal Intermediary (FI) is responsible for the following:

1. Employer-Required Tasks

- Having the Consumer sign and return the MassHealth Consumer Agreement;
- Performing the employer-required tasks described in the MassHealth Consumer Agreement;
- Issuing payment to PCAs for covered PCA services; and
- Ensuring the Consumer has an active prior authorization from MassHealth for PCA services before paying PCAs.

2. Customer Service

- Answering Consumer phone calls about activity forms (timesheets), tax notices, and the functions of the FI. (Note: when Consumer, Surrogate, or Administrative Proxy concerns cannot be addressed by phone, Consumers may be referred to the PCM agency for face-to-face functional skills training);
- Operating a toll-free phone service from 9:00 A.M. to 5:00 P.M., Monday through Friday, excluding holidays;
- Operating a toll-free answering or voice messaging service during non-business hours;
- Providing the Consumer with a copy of the FI's complaint and grievance process and working with the Consumer to resolve any complaints about the FI's services in a timely fashion;
- Sharing information about the Consumer's prior authorization with the Consumer's PCM agency, including notifying the Consumer's PCM agency if the Consumer is sending in PCA Activity Forms (timesheets) for more than the hours per week MassHealth has authorized;
- Notifying the Consumer, PCM agency, and MassHealth when the Consumer is overusing PCA hours and when the Consumer or PCA is noncompliant with EVV;
- Sharing information from the Consumer's prior authorization as appropriate, including loss of eligibility and reduction in hours; and
- Providing training and support for EVV.

3. Activity Forms ("Timesheets") and Schedules

- Providing the Consumer with activity forms (timesheets) and schedules for the Consumer to complete for each PCA.

Section F: Schedule of Functional Skills Training

The PCM agency can provide the Consumer and Surrogate or Administrative Proxy (if any) with skills training to teach them how to manage the PCA program. In this section, the Consumer and PCM agency will note the skills training sessions that the Consumer and Surrogate or Administrative Proxy (if any) must attend, until a new Service Agreement is completed. Please check the frequency of each session in the list below, as well as the person or people who are required to participate. A blocked-out box means that the Administrative Proxy doesn't have to participate in that training session.

Topic of Skills Training Session	Frequency	Who Must Participate		
		Consumer	Surrogate	Admin. Proxy
Program Rules and Requirements <ul style="list-style-type: none"> ▪ Rights and responsibilities as a PCA Consumer, Surrogate, or Administrative Proxy ▪ Program rules and regulations ▪ Roles and responsibilities of program participants 	<input type="checkbox"/> Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> As needed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PCA Training <ul style="list-style-type: none"> ▪ Functions of PCAs ▪ ADLs and IADLs ▪ Scheduling of PCAs so hours are used 	<input type="checkbox"/> Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> As needed	<input type="checkbox"/>	<input type="checkbox"/>	
PCA Management <ul style="list-style-type: none"> ▪ Recruiting, hiring, training, supervising, and terminating PCAs ▪ Evaluating the PCA's work ▪ Developing and maintaining a list of people to call if a PCA is unable to work ▪ Using the appropriate number of hours per week authorized by MassHealth ▪ Scheduling PCAs to provide covered services, but not noncovered services ▪ Scheduling individual PCAs to work within the weekly hour limit or any authorized overtime hours 	<input type="checkbox"/> Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> As needed	<input type="checkbox"/>	<input type="checkbox"/>	
Personal Health Care Maintenance <ul style="list-style-type: none"> ▪ Identifying, understanding, and describing the Consumer's medical condition and any complications ▪ Identifying, understanding, and describing the Consumer's routines and treatments, including medication schedules and dosages, nutritional planning, bowel and bladder routine, and passive range-of-motion routine 	<input type="checkbox"/> Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> As needed	<input type="checkbox"/>	<input type="checkbox"/>	
Emergency Management <ul style="list-style-type: none"> ▪ Informing Consumer that they should be creating a safety plan and educating Consumer about how to create a safety plan in the event of an emergency. ▪ Identifying and responding to signs of an emergency ▪ Understanding the appropriate treatment, equipment, or action for dealing with an emergency ▪ Maintaining a list of emergency phone numbers 	<input type="checkbox"/> Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> As needed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fiscal Intermediary <ul style="list-style-type: none"> ▪ Completing and submitting accurate Activity Forms in the time frame and format specified by the FI ▪ Completing paperwork in the timeframe and format required by the FI 	<input type="checkbox"/> Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> As needed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section G: Surrogate / Administrative Proxy Agreement

This section should only be completed if the Consumer requires the use of a Surrogate or Administrative Proxy (as determined by the PCM agency). Please leave this section blank if the Consumer does not have a Surrogate or Administrative Proxy.

By signing below, I agree to the following:

- I agree to serve as the below-named Consumer's (check one): ☐ Surrogate / ☐ Administrative Proxy
- I will participate in the MassHealth Personal Care Attendant (PCA) program on behalf of the Consumer, as described throughout this form.
- I understand my role as Surrogate or Administrative Proxy, and have been given the opportunity to ask questions to the Consumer's Personal Care Management (PCM) agency.
- I will make sure the Consumer is involved in the management of their own PCA services, as much as they are able.
- It is my responsibility to act in the best interest of the Consumer and in accordance with MassHealth regulations at 130 CMR 422.000.
- I will cooperate with staff at the Consumer's PCM agency, as described throughout this form. I will remain in touch with the PCM agency and update the PCM agency and Fiscal Intermediary if anyone's contact information changes (including the contact information for me, the Consumer, or any PCAs).
- I agree to participate in all required visits and sessions, as determined by the PCM agency. This includes in-person visits, telephonic sessions, and sessions held via videoconference.
- I understand that the PCM agency will determine my ability to be a Surrogate or Administrative Proxy. If I am not able to fulfill my responsibilities, the PCM agency may require the Consumer to choose someone other than me to be the Surrogate or Administrative Proxy.

Surrogate/AP Printed Name

Surrogate/AP Signature

Date Signed

Section H: Consumer / Legal Guardian Agreement

By signing below, I agree to the following:

- I understand it is important that all participants in the PCA program understand their roles and responsibilities.
- I understand the MassHealth PCA program is a consumer-directed program and I am the employer of my PCAs.
- This PCA Service Agreement meets my needs and I understand the responsibilities outlined in this PCA Service Agreement.
- I will be provided with a copy of this PCA Service Agreement. A copy will also be sent to my Surrogate or Administrative Proxy (if any).
- My Surrogate or Administrative Proxy will be available for development of the PCA Service Agreement and any reviews or updates. If the PCM agency has determined I do not need a Surrogate or Administrative Proxy, I take sole responsibility for managing my PCA services.
- I have reviewed the PCA Service Agreement and have been given the chance to disagree with its contents. I take full responsibility for all tasks contained in the PCA Service Agreement.

Consumer/Legal Guardian Printed Name

Consumer/Legal Guardian Signature

Date Signed

PCM Skills Trainer Printed Name

PCM Skills Trainer Signature

Date Signed