



Personal Care Attendant (PCA) Service Agreement

Consumer Name

Consumer Date of Birth

PCM Agency		Fiscal Intermediary	
Name:		Name:	
Address:		Address:	
City:	Zip:	City:	Zip:
Phone Number:		Phone Number:	
Skills Trainer Name:			

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Introduction

The MassHealth Personal Care Attendant Program requires the Personal Care Management (PCM) agency to develop a PCA Service Agreement with the consumer and the surrogate (if any). The PCA Service Agreement is an important part of the consumer's plan of care while participating in the PCA program and will be developed based on the consumer's individual needs. The PCA Service Agreement describes the roles and responsibilities of the PCA consumer (and those of the surrogate, if any), including the consumer's role as an employer of PCAs. The PCA Service Agreement also describes the roles and responsibilities of the PCA, PCM agency, and fiscal intermediary (FI). This agreement will be reviewed and modified as appropriate:

- at the time of the consumer's reevaluation for PCA services;
- quarterly (every three months) when the consumer is in the first prior-authorization year;
- quarterly when it is the first year that the consumer has a new surrogate;
- when the consumer is not managing PCA services effectively, then quarterly thereafter;
- when the consumer, EOHHS, or the FI requests a review; or
- when there is a significant change in the consumer's circumstances that affects the consumer's PCA services.

Section A | Consumer/Surrogate Responsibilities

Please enter the initials of the responsible person (consumer or surrogate).

Consumer areas of responsibility are listed below. Consumer, PCM agency, and surrogate, if any, will complete this section together.	Consumer	Surrogate
1. Assessments and Evaluations:		
Cooperating with MassHealth and the PCM agency during assessments, evaluations, and reevaluations		
Reviewing and signing the evaluation or reevaluation prepared by the PCM agency nurse		
Reviewing and signing the Consumer Assessment to Manage PCA Services form		
Reviewing and signing the PCA Service Agreement		
2. PCA Management Tasks:		
Complying with all applicable MassHealth regulations		
Ensuring the consumer does not bill for PCA services 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, or while the consumer is in a hospital or nursing facility		
Employing PCAs for no more than the number of hours per week or hours per night authorized by MassHealth		
Ensuring that PCAs perform only the tasks described on the consumer PCA evaluation as authorized by MassHealth		
Notifying the FI of the date of hire and the date of termination of the consumer's PCAs and of a PCA's change of address		
Contacting the PCM agency when the consumer wants to pay a PCA for overtime. (MassHealth pays overtime only for certain emergency conditions that the PCM agency can describe to the consumer. Payment for overtime requires authorization from MassHealth.)		
Notifying MassHealth, the PCM agency, and the FI when the consumer moves or changes a phone number		
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 PCM agency to develop a backup list of persons to contact when the regularly scheduled PCA cannot work		
Working with the FI and the PCM agency to resolve any disagreements or complaints		
3. Consumer Responsibilities as an Employer of PCAs:		
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		
Signing the MassHealth Consumer Agreement to select an employer option. (If the consumer has a surrogate, the consumer must select the consumer-delegated option (Option One) (unless the surrogate is the legal guardian—then the legal guardian will select an option).) The consumer must give the FI at least 10 days' notice to change employer options.		
Performing all employer-required tasks as described in the MassHealth Consumer Agreement under the option selected		
Informing the PCAs of their right to have their checks directly deposited into their bank account (The FI can provide information about direct deposit.)		
Distributing checks to PCAs unless they have chosen direct deposit		
If the consumer has selected Option Two, giving proof to the FI, when requested, that the consumer has fulfilled the employer obligations		
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		
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		

1. What to Look for When Hiring the PCA:

- a PCA who meets all legal requirements to work in the United States (the FI can tell the consumer what these are);
- a PCA who is able to understand and carry out directions given by the consumer and/or the consumer's surrogate, if any;
- a PCA who is willing and able to receive training and supervision in all PCA services from the consumer and the surrogate, if any, and to follow instructions; and
- a PCA who provides the consumer with care that is free from abuse and neglect.

Note: MassHealth cannot pay a consumer's surrogate, spouse, parent (if the consumer is a minor), foster parent, or legally responsible relative, to be a PCA.

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 indicated below.

Check all that apply:

ADLs:

- ☐ Mobility/Transfers: _____
- ☐ Assistance with medication administration: _____
- ☐ Bathing/Grooming: _____
- ☐ Dressing/Undressing: _____
- ☐ Passive range of motion: _____
- ☐ Eating: _____
- ☐ Bladder/Bowel care: _____
- ☐ Other ADL: _____

IADLs:

- ☐ Meal Prep: _____
- ☐ Laundry: _____
- ☐ Shopping: _____
- ☐ Housekeeping: _____
- ☐ Other IADL: _____

If PCA hours are authorized at night (midnight to 6:00 A.M.), describe the type of assistance to be provided:

Section C | **PCA Backup Plan/List**

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

List all people who are available to work if a PCA is unavailable to work his or her regularly scheduled hours. This list should be kept current. The consumer will need to contact the FI if the person on the backup list wants to be paid by MassHealth.

PCA name	Address	Phone number	Date of last contact	Completed FI paperwork (Y/N)

The PCM Agency is responsible for all of the following.

1. Service Agreement

- Developing and reviewing this formal written PCA Service Agreement with the consumer and the consumer's surrogate, if any;
- Providing the consumer and the consumer's surrogate, 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; and 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, 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 and consumer assessment
- Having a telephone system that the consumer can call and leave a message with after business hours;
- Responding to consumer inquiries and voicemails within two business days;
- Providing written information to consumers in an understandable language and format; 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;
- Having a nurse perform an evaluation of the consumer's ability and need for PCA services to determine how many hours per week (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) or 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, if any, is not managing the PCA program according to the rules and regulations of the program.

4. Intake and Orientation and Functional Skills Training:

- If the consumer is new to the PCA program, providing intake and orientation services to the consumer to begin the eligibility determination process for PCA services, and telling the consumer and the surrogate, if any, about the rules, policies, and regulations of the PCA program;
- Providing functional skills training to instruct the consumer and the surrogate, 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 or per night that are authorized by MassHealth;
- Teaching the consumer ways to recruit, hire, train, schedule, 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 about the FI and helping the consumer to complete all paperwork required by the FI before hiring a PCA;
- Helping the consumer to select one of the employer options offered by the FI;
- Informing the consumer and surrogate, if any, about ways to have PCA services that are safe, such as the availability of Criminal Offender Record Information (CORI), Disabled Persons Protection Commission (DPPC), the Sex Offender Registry, and the Elder Services 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.

The FI is responsible for all of the following.

1. Employer-Required Tasks

- Having the consumer sign and return the MassHealth Consumer Agreement so the consumer can choose one of two employer options offered by the FI;
- Performing the employer-required tasks that are described in the MassHealth Consumer Agreement;
- Issuing checks for PCAs; and
- Ensuring the consumer has an active prior authorization from MassHealth for PCA services before paying PCAs.

2. Customer Service

- Answering consumer telephone calls about activity forms (timesheets), tax forms, and the functions of the FI (When consumer concerns cannot be addressed by telephone, consumers may be referred to the PCM agency for face-to-face functional skills training.);
- Operating a toll-free telephone service during business hours 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 or hours per night MassHealth has authorized; and
- Notifying the consumer, PCM agency, and MassHealth when the consumer is overusing PCA hours.

3. Activity Forms and Schedules

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

The PCM agency can provide consumer and surrogate, if any, with skills training to teach him/her how to manage the PCA program. In this section, the consumer and PCM agency decide how much skills training the consumer or surrogate, if any, may need in the following areas.	Frequency (per week/ per month)	Method of Skills Training			For Consumer? (Y/N)	For Surrogate? (Y/N)
		Face-to-face	Phone	Other		
1. Program Rules and Requirements <ul style="list-style-type: none"> • Rights and responsibilities as a PCA consumer or surrogate • Program rules and regulations • Roles and responsibilities of other program participants (PCA, PCM agency, FI) 						
2. PCA Training <ul style="list-style-type: none"> • Functions of PCAs • ADLs and IADLs • Scheduling of PCAs so hours are used correctly 						
3. PCA Management <ul style="list-style-type: none"> • Hiring, recruiting, training, terminating, and supervising 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 or hours per night authorized by MassHealth • Having PCAs help only with tasks covered by the MassHealth PCA program 						
4. 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 range-of-motion routine 						
5. Emergency Management <ul style="list-style-type: none"> • Describing how and when to use a physician and local hospital emergency room • 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 and procedures 						
6. Fiscal Intermediary <ul style="list-style-type: none"> • Choosing an employer option • Completing and submitting accurate Activity Forms in the time frame specified by the FI • Completing paperwork required by the FI 						
7. Other Areas (Describe):						

Section G | Surrogate Agreement

This section must be completed for any consumer who requires a surrogate, as determined by the PCM agency's completion of the Consumer Assessment to Manage PCA Services form.

Consumer Information		Surrogate Information	
Name:		Name:	
Address:		Address:	
City:	Zip:	City:	Zip:
Phone Number:		Phone Number:	

Surrogate relationship to the consumer:

Frequency of visits:

I agree to act as surrogate to assist the above-named consumer in managing his/her PCA program. I agree that the consumer will be involved in the management of the PCA program as much as he/she is capable. I understand, have the ability, and am responsible for the tasks as outlined in Section A of this document. It is my responsibility to act in the best interest of the consumer and in accordance with MassHealth regulations at 130 CMR 422.000.

Signature of Surrogate

Date

Section H | Signatures

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. In signing this agreement, I indicate that I understand the responsibilities outlined in this PCA Service Agreement. I and my surrogate, if any, will be provided with a copy of this PCA Service Agreement. I and my surrogate, if any, will be available for all reviews of the PCA Service Agreement. If the PCM agency has determined I do not need a surrogate, I take sole responsibility of managing my PCA services.

☐ I have reviewed the PCA Service Agreement and have been granted the opportunity to disagree with its contents. I take full responsibility for all tasks contained in the PCA Service Agreement.

Signature of Consumer or Legal Guardian

Date

Signature of Skills Trainer

Date