

## Department of Developmental Services PARTICIPANT DIRECTED PROGRAM

### Independent Contract Agreement of Services Statement

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#### 1. Description of Services and Supports:

The independent contractor will provide the services and or supports to participant for **the services indicated on the specific provider and participant terms of agreement, 5719 Form B**, based on the MA DDS Participant Directed Programs Requirements. Note: **Form B must be completed and returned to PPL in order for the provider to be fully enrolled in the program, prior to PPL issuing payment. The provider must not begin work until informed by PPL or DDS that they have been certified to start.**

#### 2. Compensation:

Payment of 5719 service will be issued directly to the participant and mailed to the participant's address on file.

#### 3. Inspection:

Provider agrees to provide reasonable access to PPL and DDS personnel and other appropriate governmental employees to evaluate through inspection or other means the quality, appropriateness and timeliness of services and supports provided.

#### 4. Duration or Agreement and Participant Choice:

The parties acknowledge that the purpose of the DDS Participant Directed Programs structure is to allow DDS participant's the freedom of choice in their selection of their services and supports and that he or she may change his or her choice of service or support provider following consultation with PPL and DDS representatives.

The parties also acknowledge that the DDS Participant Directed Programs structure allows the provider choice in continuing services or supports. Any termination of services or supports will be effective following advance written notice to provider of 14 days, unless otherwise agreed upon by provider and participant. Following a termination notice, provider will use its best efforts to maintain services and supports and provide for the health and safety of participant during the transition period to a new provider.

A Termination Notice Form is available for download on [publicpartnerships.com](http://publicpartnerships.com).

**5. Confidentiality and Holder Standards:**

Upon receipt of information relating to services for participant, provider will become a holder of personal data within the meaning of G.L. c.66A. Public Partnerships, LLC, (PPL) has been assigned the responsibilities of performing Financial Management Services for certain individuals in the state of Massachusetts of the DDS Participant Directed Programs. In order to carry out the necessary functions of the DDS Participant Directed Programs, PPL has received access from DDS to personal data relating to the individuals that it will serve. In accordance with G.L. c.123B § 17 and DDS rules and regulations, DDS has designated PPL as a holder of personal data within the meaning of G.L. c. 66A. In order to carry out the necessary functions under the contract between PPL and provider, provider has received access from PPL to personal data and acknowledges its status as a holder of personal data under G.L. c.66A and agrees as follows:

- a) Provider will use the personal data solely for carrying out its responsibilities under the contract with PPL;
- b) Provider will provide training to its employees to assure compliance with laws and regulations relating to the confidentiality of personal data, and
- c) Provider will designate an official who will be the custodian of the personal data and will oversee the use of personal data by provider employees.

**7. Indemnification:**

Provider agrees to indemnify and hold PPL and PPL's principals, agents, employees and subcontractors harmless for all claims, losses, expenses, including attorney's fees, costs and judgments that may be asserted against PPL either: (1) based on any acts or omissions adjudicated by a court of law to be the responsibility of provider in carrying out its responsibilities under this agreement or, (2) as result of mediation or arbitration related to responsibilities of provider under this agreement.

**8. Provision of 5719 Service:**

- 1.) The Live-in caregiver can only provide, outside of this service, up to 40 hours per week of direct service including self-directed adult companion, self-directed individualized home support, self-directed individual supported employment or self-directed individualized day support.
- 2.) The live-in caregiver cannot be related by blood or marriage of any degree and cannot be employed by a provider of waiver services.
- 3.) The individual cannot live in the caregiver's home or in a residence that is owned or leased by the provider of Medicaid services.
- 4.) The live-in caregiver service does not pay mortgage payments, real estate taxes, etc. The residence must be leased by the participant.
- 5.) Vehicle modification services can only be provided on the individual's own vehicle and not the live – in caregiver's vehicle.
- 6.) Residence must be leased by the DDS consumer, his/her family or legal representative
- 7.) Any participant who is authorized for 5719 cannot be authorized for 5300 or 5400 services as the rate includes provisions for the additional incremental cost of rent, food and utilities.

One Cabot rd. STE 102  
Medford, MA 02155  
Phone (888)866-0869  
Admin Fax (877)563-6438

**9. Training Requirements & Service Requirements**

Provider agrees to assist the family by providing the services and performing the activities specified in the DDS Participant Directed Programs Support Plan.

**10. Fraud**

Payment of Provider wages is from Federal and State funds. Any false claims, statements, documents or concealment of material facts will be prosecuted under applicable Federal and State laws.

PPL will verify that you do not appear on the Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE). In the event you appear on this list, you will not be permitted to work or be paid in this program.

**11. Scheduling of Services & Working in the Home**

Provider agrees to provide Services as specified in the DDS Participant Directed Programs Support Plan on a schedule mutually agreed upon between the Participant or Responsible Party and the Provider. Occasional variations in the Provider tasks and in the schedule may occur, based on mutual agreement of the parties.

In the event of illness, emergency, or incident preventing the Provider from providing scheduled service to the Participant or Responsible Party, the Provider agrees to notify the Participant or Responsible Party as soon as possible so that the Participant or Responsible Party can obtain assistance from someone else.

Participant or Responsible Party's property is not to be used for the Provider's personal use, unless mutually agreed upon by both parties prior to use of property. All private matters discussed during working times shall be kept confidential.

Providers are to be punctual and respectful of all family members. All instructions as to care shall be carried out carefully. The Participant or Responsible Party's telephone may be used only with permission.

**12. Mutual Responsibilities**

The parties agree to follow the policies and procedures of the Department of Developmental Services Employee's Designees and of the DDS Participant Directed Programs program. The Provider and Participant agree to hold harmless, release, and forever discharge the Department of Developmental Services and Public Partnerships, LLC from any claims and/or damages that might arise out of any action or omissions by the Provider, Participant or Responsible Party.

**13. Participant or Responsible Party Responsibilities**

A. Participant or Responsible Party agrees to orient, train, and direct the Provider in providing the services that are described and authorized by the DDS Participant Directed Programs Support Plan or that are requested by the participant and or Participant or Responsible Party.

B. Participant or Responsible Party agrees to establish a mutually agreeable schedule for the Provider's services, either orally or in writing.

C. Participant or Responsible Party agrees to provide adequate notice of changes in the Provider's work schedule in the event of unforeseen circumstances or emergencies, but such notice cannot be guaranteed.



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**FORM A**

**Independent Contractor Statement of Agreement**

WHEREAS, the Department of Developmental Services (DDS) has designated Public Partnerships, LLC (PPL) to provide Financial Management Services to the individual participant in the Massachusetts Department of Developmental Services' Participant Directed Programs, the provider agrees to adhere to all specifications and designations indicated per this agreement.

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Independent Contractor Name

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Address	City	State	Zip
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Telephone	Fax	TIN
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<b>Independent Contractor Signature</b>	<b>Date</b>
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<b>Participant or Responsible Party Signature</b>	<b>Date</b>
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Participant or Responsible Party Name (Printed)