

Participant	Participant PPL ID #	Provider

FORM A

**Department of Developmental Services
Participant Directed Program**

Employee Agreement of Services Statement

1. Description of Services and Supports:

The employee will provide the services and or supports to participant for **the services indicated on the specific provider and participant terms of agreement, Form B**, based on the MA DDS Participant Directed Programs Requirements. Note, **Form B must be completed and returned to PPL on behalf of MA DDS for provider to be enrolled in the program, prior to PPL on behalf of MA DDS issuing payment.**

2. Compensation:

Provider will complete PPL timesheet based on actual service provided. Provider will sign, date and provide to the participant or responsible party to review, sign and date. Timesheets will be submitted to PPL to provide compensation to provider for services and supports rendered to pursuant to a payment schedule described in Section A – Payment Schedule.

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. For instance, if there is a dispute about timesheets submitted by Employee A, DDS staff have the option to investigate the dispute and request documentation as necessary.

4. Duration or Agreement and Participant Choice:

The parties acknowledge that the purpose of the DDS Participant Directed Programs program structure is to allow DDS participant's the freedom of choice in their selection of their services and supports and that they may change their 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 <https://www.publicpartnerships.com>

Participant	Participant PPL ID #	Provider

FORM A

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. 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. 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.

6. 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.

7. Provision of Services:

Provider acknowledges and understands that funds available for payment are authorized by the Commonwealth of Massachusetts, Department of Developmental Services in advance of work performed. Payment to the Provider shall only be made as authorized by the Commonwealth of Massachusetts, Department of Developmental Services. Providers shall only perform work within the authorized hour amount as they will not be compensated by the Commonwealth of Massachusetts, Department of Developmental Services for work performed more than the authorized amount.

The Provider will not be paid for services not performed or time not worked and will not be paid for services when the participant is hospitalized and therefore unavailable for services. The only exception will be in emergency scenarios, and at the authorization of the DDS service coordinator.

8. Timesheets:

Timesheets must be properly completed and signed by the Participant or Responsible Party **and** the Provider. Hours recorded on timesheets cannot exceed the authorized number of hours on the Plan of Care. Timesheets are due to PPL within two business days from the end of the pay period. Timesheets received after two days will be paid within the next payroll cycle. For example, if the designated pay period is Sunday March 7th to Saturday March 21st, timesheets for that pay period are due to PPL by Monday March 23rd to be paid on the scheduled check run on Friday March 26th.

Participant	Participant PPL ID #	Provider

FORM A

Please see the applicable fiscal year payment schedule for specific pay period details.

Incorrect timesheets will be returned, and no paycheck will be issued. Timesheets must be submitted by the participant or Provider in accordance with the payroll schedule provided in this packet. Time sheets submitted more than 30 days after service provision will not be guaranteed for payment.

9. Training Requirements and 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. All providers must have reviewed the DPPC regulations and reporting provided along with this packet with their employer.

Misrepresentation of time, services, individuals and/or other information is not permitted in the DDS Participant Directed Programs program. If the Participant or Provider signs a timesheet that is determined to misrepresent information, the participant may lose the option of participant-direction.

11. Scheduling of Services and 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 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.

Provider understands that the Provider is self-employed as an employee and not the Service Facilitator, Public Partnerships LLC, or the Commonwealth of Massachusetts.

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 or the Participant or Responsible Party.

Participant	Participant PPL ID #	Provider

FORM A

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.
- D. In consideration of Provider's satisfactory job performance, the participant and or supervisor, or employee representative agrees to authorize completed Provider's timesheets on a regular and timely basis according to the predetermined Payroll Schedule.
- E. Misrepresentation of time, services, individuals and/or other information is not permitted in the Department of Developmental Services Fiscal Agent program. If the Supervisor/Participant or Provider signs a timesheet that is determined to misrepresent information, the participant may lose the DDS Participant Directed Programs services.

Employer Responsibilities (*Applicable to Employees Only*)

- A. Employer is responsible for proper execution of USCIS Form I-9, as defined in Instructions for Employment Eligibility Verification, Department of Homeland Security. Employer must retain original Form I-9. PPL will only provide Form I-9 in employment packets and retain a forwarded copy in PPL maintained employee files.
- B. It is the employer's responsibility to ensure that the participant's legal guardian is prohibited from providing services to the participant. Legal guardians are not permitted to provide services to their ward through the Participant Directed Program. Guardians may provide services to other participants.
- C. If the provider is scheduled to work for 24 or more consecutive hours, then all meals, rest periods, and sleep periods are to be considered working time. Compensation for such periods will be paid for through the participants' allocated budget.
- D. Please review the Bill of Rights located here: <http://www.mass.gov/ago/docs/workplace/domestic-workers/dw-notice-of-rights.pdf> with your employee before signing this agreement.

Participant	Participant PPL ID #	Provider

FORM A

Employee 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.

Employee Name (Printed)

Date

Employee Signature

Date

Participant or Responsible Party (Printed)

Date

Participant or Responsible Party Signature

Date