Purchase of Services Agreement

This agreement is made on **[Insert date]** between **[Insert name of individual]** (“individual”) and **[Insert name of service provider]** (“service provider”), a provider of [Insert type of services] to describe the services or supports the individual is purchasing from the service provider and how the service provider will be compensated for providing such services.

This contract shall remain in effect until it is terminated or modified. Any party can initiate a termination or modification by providing 30 days written notice to the other party. The other party shall respond to any such notice within seven (7) working days by accepting the modification or termination or proposing an alternative modification.

The parties acknowledge and agree that this contract is conditioned on the individual’s use of self-directed services administered by the CMHSP. If the individual ends participation in self-direction, this agreement will by default end.

The service provider agrees to provide services consistent with the Medicaid Provider Manual and the individuals plan of service.

1. The service provider understands and acknowledges that this agreement is with the individual receiving services only and that **\_\_\_\_\_\_\_\_\_\_\_**, which authorizes the supports provided, and the financial management service, which is the financial administrator of the Medicaid funds used to fund the services or support, is not party to this agreement.
2. The individual shall purchase the services as indicated from the provider at the following rate:

|  |  |  |
| --- | --- | --- |
| **Provider** | **Service/Code** | **Rate/Unit** |
|  |  |  |
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1. The individual agrees to authorize their financial management service to pay the service provider for the provision of the outlined services, and that payment shall not be made until authorized by the individual. If the service provider has a question about payment, it must contact the individual to clarify the issue. If more information is necessary, the provider may contact the financial management service directly to process payment under this agreement and to understand requirements of self-direction. If further clarification is still needed, then the service provider may contact the CMHSP for information.
2. If the provider is an Agency providing staff, insert the following provisions:
	1. The service provider is an independent contractor of the individual.
	2. The service provider shall provide staff to perform the services or supports described above in a manner consistent with this agreement.
	3. The service provider is the sole employer of the staff and shall fulfill all federal and state employment obligations including, but not limited to:
* Maintaining worker’s compensation insurance
* Complying with minimum wage standards and overtime regulations; withholding and payment of employment taxes, complying with occupational health and safety standards
* Ensure staff meet all applicable Medicaid requirements (training, background check)
* And all other reasonable employer responsibilities
	1. The provider has the legal responsibility to recruit, screen, hire, manage, and supervise the staff in accordance with all applicable federal and state laws. The provider shall make every effort to meet the individual’s preferences when employing and scheduling its employees.
	2. The individual will be involved in the selection of staff who will work directly with them, to the extent desired by the individual. The individual will have the maximum amount of control over staff as allowed by law.
1. The parties agree and specifically acknowledge that services may be performed in the individual’s home. The service provider agrees that its staff will abide by all the individual’s rules and the service provider acknowledges receipts of the following rules and regulations:
	1. [Individual should insert can rules he or she may have (such as rules regarding phone usage or smoking in his or her home)]
	2. [Insert reporting and documentation requirements for verifying hours worked].
2. If the individual has a complaint regarding the provision of services under this contract, it should inform the provider and the provider shall respond to the complaint within seven days.
3. If a formal dispute arises concerning an invoice or the authorization of payment on an invoice, the following procedure should be followed: [Insert Applicable Dispute Resolution Procedure].
4. [Optional Provision: The service provider shall immediately notify **[insert the name and contact information of the contact individual chosen by the individual** [for example, it may be an ally] if the individual experiences a medical emergency or illness. The service provider will also notify [**insert name of contact individual**] before taking the individual to the physician, except in case of an emergency.]
5. The service provider agrees to complete illness and incident reports, when necessary, as required or requested by the individual.
6. The service provider agrees not to sue the financial management service for its role as the financial administrator of the individual’s budget and not sue the PIHP/CMHSP in its role in administering self-directed services.
7. The service provider agrees to assist the individual in filing Recipient Right complaints upon request. The service provider also understands that it has a responsibility to report rights violations of which it is aware or any potential abusive or neglectful situations it observes. The service provider understands that it may be requested to cooperate with a recipient rights investigation and/or assist the with exercising his or her rights. The parties agree to comply with all Recipient Rights protections and other rights in applicable state and federal law.
8. The service provider agrees to execute a Medicaid Provider Agreement with the PIHP/CMHSP and acknowledges that this agreement does not alter the fact that the PIHP/CMHSP is only the administrator of self-directed services. The service provider acknowledges that payment for services is contingent on completing this agreement.
9. This agreement represents the entire understanding and contract between the parties, and supersedes any and all prior agreements, whether written or oral that may exist between the parties. Any modification to this agreement must be made in writing.

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Participant Date

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Provider Date