

**VIRGINIA DEPARTMENT OF MEDICAL ASSISTANCE SERVICES
SERVICE AGREEMENT BETWEEN THE INDIVIDUAL AND THE
CONSUMER-DIRECTED SERVICES FACILITATION PROVIDER**

This agreement is made between _____, hereafter referred to as “Consumer-Directed (CD) Service Facilitator” and _____, hereafter referred to as “individual,” for the purpose of establishing the relationship, roles, and responsibilities of the parties. The CD service facilitator is a CD services facilitation provider enrolled in and authorized to provide services through the Virginia CD Service Programs of the waiver services program in which the individual is enrolled. The individual is eligible to receive CD personal care, respite services, and/or companion services, depending upon the services that are allowed in his or her service plan.

A. Individual

1. By this agreement, the individual chooses the CD service facilitator as the qualified provider of services facilitation services that the individual is authorized to receive through the Medicaid Waiver. The individual understands that the services that the CD service facilitator will provide are limited to those activities and tasks related to the individual’s approved service plan.

2. The individual agrees to follow the policies and procedures of the CD service facilitator, of the CD service facilitator’s designees, and of the Virginia CD Services Programs, including:

- a) Reporting to the CD service facilitator any changes that would affect the individual’s eligibility or need for CD services;
- b) Receiving training and assistance from the CD service facilitator and participating in training for employees, as necessary, to ensure the individual’s health and safety and the individual’s continued participation in the CD Services Program(s);
- c) Allowing the CD service facilitator and/or representatives of the Virginia CD Services Program(s) into the individual’s home at least once per month to monitor the individual’s participation in the Program(s); and
- d) Making available for the CD service facilitator’s inspection and copying documents and records required for the individual’s continued participation in the Virginia CD Services Programs.

The individual understands that failure to follow these policies and procedures may result in the individual’s termination from the Virginia CD Services Program(s).

3. The individual understands his or her right to select employees, make decisions about, direct the provision of, and control the CD service(s) to the maximum extent that the individual desires and is capable. The individual understands that he or she may request and receive assistance and support from the CD services facilitator in coordinating the individual’s CD services.

4. The individual is responsible for timely completion and delivery of employee time sheets according to the payroll schedule established by the fiscal agent. The individual understands that late arrival of time sheets may result in delays in the employee being paid.

5. The individual agrees to pay, through a fiscal agent acting on the individual’s behalf, the employee’s wages in full on a regular schedule for the approved hours worked by the employee.

