

Shiawassee Health & Wellness

Choice Voucher System **SELF-DETERMINATION AGREEMENT**

This agreement is made on _____(date) between Shiawassee Health & Wellness, hereafter referred to as the CMHSP, and _____(consumer), hereafter referred to as “participant/responsible adult”.

The CMHSP is an entity that functions as a managed care organization to provide services and supports to participants with mental illness and/or developmental disabilities.

The participant is an individual who is or will be receiving supports through the CMHSP and has developed an individual plan of services and supports and an individual budget to accomplish arrangements that support self-determination.

The purpose of this agreement is to define the responsibilities of the parties regarding participation by the participant in the Choice Voucher System, commonly referred to as "Self-Determination".

This agreement will be in effect until it is changed or ended. Either party can initiate a change or end to this agreement by providing written notice to the other party. The CMHSP will respond to any such notice from the participant within seven (7) working days. Termination of this agreement does not affect the participant’s right to access services and supports through the CMHSP.

The Choice Voucher System is a set of arrangements to support an individual in the process of self-determination. The person-centered planning process is used to determine the appropriate service and supports, develop an individual plan of services and supports, and authorize an individual budget.

Funds in the individual budget are the property and responsibility of the CMHSP and must be used consistently with statutory and regulatory requirements. The authority over control and direction of the funds is delegated by the CMHSP to the participant for the purpose of assuring the participant the maximum freedom in choosing providers of goods and services that provide the best opportunity for achieving the goals and outcomes in the individual plan of services and supports in ways that best fit the participant’s preferences.

Article I
CMHSP RESPONSIBILITIES

The CMHSP agrees to the following responsibilities:

1. The CMHSP will provide support coordination in the following ways:
 - a. The CMHSP will participate through a person-centered planning process in the development of individual plan of services and supports and an individual budget for the participant.
 - b. The CMHSP will assist in accessing sources of financial support. Specifically, the CMHSP will provide assistance in maximizing and maintaining eligibility for SSI, SSDI, Food Stamps, Medicaid (including Home Help) and/or any other sources of financial support.
 - c. The CMHSP working with the participant/participant guardian if necessary, will assist in creating a backup plan to include in the PCP that addresses Self Determination arrangements (i.e. what would happen if support staff did not show up for a work shift).
2. The CMHSP will provide and/or facilitate access to opportunities for additional support services. Additional support services may include, but are not limited to, the following: housing and utility subsidies, personal assistance, home maintenance, transportation, and employment opportunities.
3. The CMHSP will fund services and supports directed by the participant and authorized through the individual plan of services and supports and the corresponding individual budget. The individual budget will be administered by **the fiscal intermediary Stuart Wilson, CPA** who will be responsible for completing and submitting paperwork associated with billing, payment for services and supports upon participant authorization, and handling the employer agent functions if the participant directly employs workers. The participant and his/her guardian will receive a copy of the Self Determination Agreement.
4. The CMHSP will assure that the fiscal intermediary will provide a monthly spending report to the participant/guardian and case holder.
5. If the CMHSP is to make services and supports arrangements directly with any provider on behalf of the participant, the CMHSP will assure that:
 - a. The individual who wishes to change provider agencies can do so but must provide at least a 30-day notice to the CMHSP
 - b. The CMHSP honors the participant's preferences in selecting provider agencies
 - c. The CMHSP's contracts with provider agencies allow the participant to choose and direct the employees of the provider agency assigned to support the participant, to the greatest extent possible.
6. The CMHSP will assure and pay for appropriate background checks of support providers as requested and/or needed by the participant. The CMHSP will inform the participant of the Medicaid requirements for providers (such as age, relationship to participant).
7. The CMHSP will provide the participant's fiscal intermediary with the funds necessary to implement the individual budget and purchase services and supports.
8. The CMHSP will assist the participant with the process of providing the fiscal intermediary with copies of required employment agreements and documents.

9. The CMHSP and the participant will review the individual plan of services and supports at least annually and the individual budget periodically.
10. The CMHSP will provide assistance to the participant in monitoring expenditures and reviewing financial reports as requested.
11. The CMHSP will assure that its policies and practices empower the participants to make meaningful choices about how the individual budget is spent, consistent with the individual plan of services and supports.
12. The CMHSP will facilitate modification of the individual plan of services and supports through a person-centered planning process at the request of the participant or upon its own request. The CMHSP will not reduce the participant's individual plan of services and supports and/or budget without holding a person-centered planning meeting and providing adequate notice in advance as required.
13. The CMHSP will provide the necessary forms, information and material relevant to the CMHSP's reporting requirements for the participant.
14. The CMHSP will make available the applicable dispute resolution procedure, including the Medicaid Fair Hearing and grievance processes for Medicaid beneficiaries.
15. The CMHSP will assure the participant has all recipient rights protections available to consumers receiving mental health services in the community including, if necessary, investigation of suspected or apparent rights violations and rights in state and federal law applicable to recipients of mental health services.

Article II
PARTICIPANT RESPONSIBILITIES

The participant agrees to the following:

1. The participant voluntarily chooses to participate in the Choice Voucher System in order to directly manage some or all his or her services and supports. The participant may choose to end participation in Choice Voucher System and such a decision does not affect the participants' ability to obtain the services and supports identified in the individual plan of services and supports through the CMHSP, nor does it impact the amount, scope and duration of existing services and supports.
2. The participant will direct the person-centered planning process and the development of an individual plan of services and supports and an individual budget. The plan of services and supports will outline the types and frequency (amount, duration and scope) of services and supports and the methods for on-going review of support the participant may receive. The plan will include a back-up plan for essential services in case of emergencies or unforeseen circumstances. This plan will be reviewed at least annually with the CMHSP or more often, if requested by the participant or the CMHSP.
3. The participant will use services and supports consistent with goals and outcomes in the individual plan of services and supports.
4. The participant will communicate with the CMHSP on the effectiveness of purchased supports and the person-centered plan in achieving the goals and outcomes in the individual plan of services and supports. The participant may initiate a change to the

individual plan of services and supports or individual budget by convening a person-centered planning meeting.

5. In directing his or her own services and supports, the participant agrees to manage the use of funds so that expenditures in the aggregate do not exceed the amount, scope and duration identified in the individual budget. The participant will notify the CMHSP of a material change in circumstance or an emergency that may require a modification of the individual plan of services and supports or the individual budget (for example, the loss of a natural support).
6. Additional units of service may not be authorized if the participant has not effectively managed the authorized services in accordance with the PCP.
7. The participant will make arrangements, as necessary, for obtaining formal and informal providers of services and supports sufficient to accomplish the goals and outcomes of his or her individual plan of services and supports.
8. If the participant directly employs workers, the fiscal intermediary will provide employer agent services and handle paperwork associated with employment and payroll of workers including withholding and paying federal, state and local income taxes and unemployment taxes.
9. The participant will assure that each provider of services and supports retained by the participant meets provider requirements identified by the CMHSP and agrees to secure or have secured appropriate background checks on any potential support providers to assure they meet minimum requirements.
10. The participant, with the assistance of the CMHSP, agrees to assure each provider of service obtains the information on recipient rights procedures and reporting requirements, as required by the CMHSP, within 30 days of the date of hire in order to assure compliance with Mental Health Code requirements.
11. The participant will provide the CMHSP and/or the fiscal intermediary with necessary documentation supporting expenditures of funds provided by the CMHSP pursuant to the individual budget. Supporting documentation may include, but is not limited to, contracts and agreements with providers of services and supports, a copy of any lease agreement, rent checks, utility bills, payroll checks, receipts for furnishings and transportation, invoices and time sheets.
12. When directly hiring and managing workers, or when contracting for services and supports from other providers, the participant agrees to use a written agreement that clearly states that the CMHSP and fiscal intermediary are not the employer of any workers and providers or a party to the contract between the participant and his or her employees or providers.
13. The participant agrees to provide the CMHSP and the fiscal intermediary with all necessary information regarding all providers of services and supports including executed copies of employment and purchase of services agreements prior to authorizing payments for services and supports.
14. If the fiscal intermediary serves as employer agent, the participant will provide the fiscal intermediary with the information and documentation necessary for it to perform the employer agent duties.

15. The participant agrees to allow the CMHSP to review his or her financial situation for purposes of assessing financial eligibility for SSI, SSDI, Adult Home Help services, Medicaid or similar programs.
16. The participant agrees to attempt to resolve any dispute over this agreement, the person-centered planning process, the individual plan of services and supports or the budget through the applicable dispute resolution procedure attached to this agreement.
17. The participant agrees to communicate with the fiscal intermediary and CMHSP and to seek assistance from these entities as needed.
18. When requested to do so, the participant agrees to provide feedback to the fiscal intermediary to enable it to improve its service delivery system.

The CMHSP and participant agree to the terms and conditions of this agreement.

SHW Supports Coordinator/Case Manager

Date

SWH Self-Determination Coordinator

Date

Participant Signature

Date

Responsible Parent or Participant's Guardian/Legal

Date

Updated 9.13.18 dj, 1.18.19nh, 5.22.20cm

Shiawassee Health & Wellness

Self Determination (Choice Voucher System) Dispute Resolution and Termination

Reference: Medicaid Managed Specialty Supports and Services Concurrent 1915(b)/(c) Wavier Program FY19: Attachment P4.7.1

The Dispute Resolution Process:

1. The consumers will be encouraged to seek resolution through line staff and supervisory staff.
2. If the consumer is not satisfied with the results, they may submit a complaint to the Shiawassee Health and Wellness Consumer Service at 989-723-6791.
3. Only a change, reduction, or termination of Medicaid services can be appealed through the Medicaid Fair Hearings Process, not the use of arrangements that support self-determination to obtain those services

Termination:

1. Either party, the PIHP/CMHSP or the person, may terminate a self-determination agreement, and therefore, the self-determination arrangement. Common reasons that a PIHP/CMHSP may terminate an agreement after providing support and other interventions, include, but are not limited to:
 - a. Failure to comply with Medicaid documentation requirements
 - b. Failure to stay within the authorized funding in the individual budget
 - c. Inability to hire and retain qualified providers
 - d. Conflict between the individual and providers that results in an inability to implement IPOS.
 - i. Prior to the PIHP/CMHSP terminating an agreement, and unless it is not feasible, the PIHP/CMHSP shall inform the individual of the issues that have led to consideration of a discontinuation or alteration decision, in writing, and provide an opportunity for problem resolution. Typically, resolution will be conducted using the person-centered planning process, with termination being the option of choice if other mutually agreeable solutions cannot be found. In any instance of PIHP/CMHSP discontinuation or alteration of a self-determination arrangement, the local processes for dispute resolution may be used to address and resolve the issues.
2. Termination of a Self-Determination Agreement by a PIHP/CMHSP is not a Medicaid Fair Hearings Issue. Only a change, reduction, or termination of Medicaid services can be appealed through the Medicaid Fair Hearings Process, not the use of arrangements that support self-determination to obtain those services.
3. Discontinuation of a self-determination agreement, by itself, shall neither change the individual's IPOS, nor eliminate the obligation of the PIHP/CMHSP to assure specialty mental health services and supports required in the IPOS are provided.
4. In any instance of PIHP/CMHSP discontinuation or alteration, the person must be provided an explanation of applicable appeal, grievance and dispute resolution processes and (when required) appropriate notice.