



Self-Directed Services Agreement

This agreement is made on _____ between Shiawassee Health and Wellness (herein referred to as "CMHSP") and _____ (herein referred to as "Participant" or "individual").

The CMHSP is the entity that functions as a managed care organization to provide services and supports to participations with mental illness and/or developmental disabilities. The participant is the individual who is or will be receiving supports and an individual budget to accomplish arrangements that support self-determination.

The CMHSP authorizes services and supports to individuals receiving mental health specialty services and supports and the individual is using self-directed services to access those supports. These arrangements include using the individual-centered planning process to determine the appropriate service and supports, develop an Individual Plan of Service (IPOS), and authorize an individual budget.

The purpose of this agreement is to define the responsibilities of the parties using self-directed services. This agreement may be changed only through a written agreement by both parties. Termination of this agreement does not affect the individual's right to access services and supports through the CMHSP. The individual has the right to local dispute resolution processes provided by the CMHSP.

Funds in the individual budget are the responsibility of the CMHSP and must be used consistently with Medicaid requirements. Providers must meet provider requirements and sign a Medicaid Provider Agreement with the CMHSP. The authority over control and direction of the funds is delegated by the CMHSP to the individual to enable the individual to use his or her services and supports in a way that best meets his or her needs.

The budget will be administered by the financial management service (FMS) Stuart T. Wilson CPA, PC, 6300 Schade Dr., Midland, MI 48640, Phone: 989-832-5400. which will be responsible for completing and submitting paperwork for billing, payment for services when authorized by the individual, and handling the employer agent function. The financial management service will provide a monthly spending report to the individual and the CMHSP.

Article 1: CMHSP Responsibilities

The CMHSP agrees to the following responsibilities:

1. Fund services and supports in the IPOS and the individual budget.
2. Inform the individual of the Medicaid requirements for providers (such as age, and relationship to individual).
3. If needed, assist the individual with obtaining required agreements from each provider.
4. Provide information on the documentation and reporting requirements for services and supports obtained through self-direction.
5. Provide monthly assistance in monitoring expenditures and reviewing financial reports.
6. Provide the individual with information on applicable dispute resolution procedures.
7. 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.

The Case Coordinator will:

- Work with the individual to develop an IPOS and get information for the individual budget through a person-centered planning process.
- Work with the individual to develop a back-up plan for essential services in case of worker absences, emergencies, or unforeseen circumstances.
- Ensure that IPOS is trained and a train the trainer is identified, and the training sheets are submitted to SHW Medical Records.
- Individual budget is signed and returned to Self-Direction Coordinator.



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- Review the Budget with the individual at least once at the six-month review of progress.
- Alert the Self-Direction Coordinator should there be any issues with the budget, staffing or upholding of the Self-Direction agreement.

Article II: Individual's Responsibilities

The individual agrees to:

1. Directly manage all, or a portion of, his or her services and supports.
2. Directly hire or contract with employees or providers who meet provider requirements.
3. Directly agree to assure that the employees under my hire are fully trained in the following areas before the employee can begin working:
 - **Environmental Safety**
 - **Bloodborne Pathogens**
 - **First Aid (every 2 years)**
 - **Recipient Rights (annually)**
 - **Medicaid Fraud, Waste, and Abuse**
 - **Individual Plan of Service/Person Centered Plan (every year, and anytime there is any change to the plan) IPOS/PCP training will be documented with a signature by both the employer/trainer, and with a signature by each self-directed staff. IPOS/PCP training must be dated and signed prior to any staff starting to work.**
4. The signature on this document indicates that I understand that failure to uphold training compliance may result in a take back of Medicaid funds paid to untrained staff and discontinuation of self-directed services being authorized. I understand that any questions about training can be directed to the case coordinator or the SHW training department.
5. Directly agree to manage Self-Direction Budget that is based on the IPOS/Service Plan. Will agree to sign the budget and return it within 15 days of receiving it.
6. When directly hiring and managing workers agree to schedule employees within the times outlined in each annual IPOS/PCP. I understand that any overuse of time, overtime, and/or over budget funds will be my responsibility. If my budgeted funds and/or authorized units of time runs out before the end of the plan year, I understand that there will be no more authorized time until the next plan is authorized.
7. If the FMS serves as employee agent, the participant will provide the FMS with the information and documentation necessary for it to perform the employer agent duties.
8. 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 PIHP/CMHSP and financial management service 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.
9. Use services and supports consistent with the goals in the IPOS.
10. Provide the CMHSP and/or the FMS with all necessary documentation supporting expenditures of funds authorized in the individual budget. Supporting documentation will include invoices, shift notes and time sheets.
11. Manage the use of funds so that expenses over the course of the year do not go over the individual budget.
12. Let the CMHSP know of a change in circumstance or an emergency that may require a change in the IPOS or the individual budget.
13. When requested to do so, the individual agrees to provide feedback to the financial management service or CMHSP to enable them to improve financial management service services.
14. The participant agrees to try 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 process defined in their PCP. An informal process is not a waiver of any legal remedy available for resolving disputes pertaining to this agreement, including the right to a Fair Hearing under provisions of the Social Security Act & the Michigan Administrative Procedures Act.



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Medicaid Fraud, Waste, and Abuse

Fraud, Waste and Abuse uses up valuable Michigan Medicaid funds needed to help children and adults access health care. Everyone can take responsibility by reporting fraud and abuse. Together we can make sure taxpayer money is used for people who really need help.

Examples of Medicaid Fraud

- Billing for medical services not actually performed
- Providing unnecessary services
- Billing for more expensive services
- Billing more than once for the same medical service
- Billing for services without proper documentation
- Falsifying the date or times that services were provided

Responsibilities of a Self-Direction Employer:

- Review documentation to ensure accurate: Date of services
- Time services were rendered
- Code for service
- Staff name
- You must not approve a timecard in which the SD staff claims time while another service is being provided. Example: SD staff may assist in the transportation of an individual to and from an appointment, but they cannot bill for the time during the appointment.
- You must ensure that you are not overutilizing hours. If you feel that your hours need to be increased, you must speak to your Case Coordinator prior to allowing staff to work additional time.

Responsibilities of a Self-Direction Employee:

- Service notes should outline what the individual and staff did throughout the shift
- Review your timecard and mileage sheet thoroughly before submitting it. Ensure all the following elements are accurate:
 - Date
 - Start & Stop Time
 - Code
- SD employees cannot provide services while the individual is receiving another service, including a doctor appointment, therapy, ABA services, etc.

If an employer or employee discovers a mistake in billing after services have been paid, the Fiscal Intermediary must be alerted so corrections can be made.

If you think someone is committing fraud, waste or abuse, you are required to report it to SHW's Corporate Compliance Officer (Reports may be submitted anonymously):

Hotline: 989-723-0750

Email: Shia-CorporateCompliance@ShiaBeWell.org



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I, _____, attest that I have read and understand my responsibilities as they apply to this agreement and to identify, correct, prevent, and report potential fraud, waste, and abuse.

Non-adherence to the Medicaid Fraud, Waste, and Abuse requirements can result in the termination of the Self-Direction Agreement and financial takebacks. Furthermore, I understand that continued non-compliance with these requirements is a direct violation of the Federal False Claims Act (FCA) 31 U.S.C. §§ 3729 - 3733 and the Michigan Medicaid False Claims Act. Penalties for violating the FCA include a MINIMUM fine of \$13,946 for each false claim, up to 5 years in prison, and exclusion from being able to participate in Federal Healthcare Programs.

Either party may choose to end participation in this Agreement. Such a decision shall not affect the ability to obtain services and supports identified in the Individual Service Plan through Shiawassee Health and Wellness. Any change or termination of this agreement will be done using the Person-Centered Planning Process. The individual has the right to local dispute resolution processes provided by the PIHP/CMHSP.

The CMHSP and Participant/Individual agree to the terms and conditions of this agreement.

_____	_____
Participant/Individual Signature	Date
_____	_____
Responsible Parent or Participant's Guardian/Legal	Date
_____	_____
SHW Case Coordinator	Date
_____	_____
SHW Self-Direction Coordinator	Date