

**SELF-DETERMINATION/CHOICE VOUCHER  
DIRECT EMPLOYER PARTICIPANT AGREEMENT**

Parties required to sign this agreement	
<b>CMHSP:</b> Washtenaw County Community Mental Health	<b>Direct Employer/Participant:</b>

This agreement needs to be completed by each participant entering into a Self Determination/Choice Voucher Direct Employer service model with the CMHSP. The participant and the CMHSP are the parties required to sign this agreement. The participant must comply with all requirements outlined in this agreement to remain a Self Determination/Choice Voucher Direct Employer participant.

Agreement Date:  CMHSP: Washtenaw County Community Mental Health Agency  CMHSP Customer Service Phone Number: 734-544-3050  Participant's Name:  Fiscal Intermediary:
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A copy of this agreement should be sent to the appropriate Fiscal Intermediary after it has been fully executed by the CMHSP.

## SELF DETERMINATION / CHOICE VOUCHER AGREEMENT

This agreement is made on \_\_\_\_\_ between Washtenaw County on behalf of the Washtenaw County Community Mental Health Agency (WCCMH) and Megan Petersen acting as parent or guardian in support of Kora. (PARTICIPANT). The WCCMH authorizes services and supports to participants with mental illness and/or intellectual/developmental disabilities. The participant is an individual who is or will be receiving supports through WCCMH. WCCMH has created an individual plan of services (IPOS) and authorizes an individual budget to make arrangements that support self-determination/choice voucher.

The purpose of this agreement is to describe the responsibilities of the parties using arrangements that support self-determination/choice voucher. This agreement will be in effect until it is changed or ended. Either party can make a change or end this agreement by giving written notice to the other party. Termination of this agreement does not affect the participant's right to access services and supports through WCCMH.

Self-determination/choice voucher are a set of arrangements to support an individual in the process of self-directed choice with providers. 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 responsibility of the PARTICIPANT and must be used following Medicaid requirements and rules. The authority over control and direction of the funds are delegated by WCCMH to help the PARTICIPANT to use his or her services and supports in a way that best meets his or her needs.

Funds in the individual budget will be administered by the fiscal intermediary (FI), which will be responsible for completing and submitting paperwork for billing, and payment for services and supports when approved by the participant, and will provide a monthly spending report to the PARTICIPANT and the WCCMH.

If you are entering this agreement as a guardian or parent of a minor on behalf of the individual, it is important that it is still the individual's wishes to have such an arrangement, and that the individuals preferences are an inherent part of the decision-making process.

### Article I CMHSP RESPONSIBILITIES

**Washtenaw County Community Mental Health (WCCMH) agrees to the following responsibilities:**

1. WCCMH will provide **supports coordination/case management** in the following ways:
  - a. Work with PARTICIPANT to develop an Individual Plan of Service (IPOS) and an authorizes an individual budget through a Person-Centered Planning (PCP) process.
  - b. Will assist PARTICIPANT in creating a back-up plan for important services in case of a worker not showing up, emergencies or surprising/unexpected circumstances. (participant/parent, FI and supports coordinator/case manager for the clinical record).
  - c. If needed, WCCMH will help to maximize and keep eligibility for SSI, SSDI, food assistance, Medicaid (including DHHS Home Help) and/or any other sources of financial support for which PARTICIPANT may be eligible.
  - d. Will assure that all the necessary paperwork is in place, including all agreements necessary for a self-determination/choice voucher arrangement.

- e. Will provide monitoring of the IPOS to make sure that services are being given as written in the individual's plan. This includes face-to-face contact with the individual as often as written in the plan.
  - f. Will review the IPOS and supports and the individual budget every year.
  - g. Will provide other supports coordination/case management roles specific to this participant.
2. WCCMH will provide and/or help access opportunities for additional support services that would not be covered by WCCMH funds but may be areas the participant/consumer may need help with. 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. WCCMH will pay for authorized services and supports in the IPOS and individual budget. WCCMH will make sure the IPOS and individual budget are completed before services begin with PARTICIPANT arrangement.
  4. If participant no longer chooses to participate in their self-determination/choice voucher arrangement, WCCMH will make services and supports available through an existing, contracted provider agency within 30 days and will maintain the participant's preferences in selecting provider agencies.
  5. WCCMH will provide the participant's fiscal intermediary with the funds necessary to implement the individual budget and purchase services and supports on a monthly basis.
  6. WCCMH will provide monthly assistance (or as requested) in monitoring expenditures and review financial reports.
  7. WCCMH 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.
  8. WCCMH will provide the necessary forms and information needed for documentation of the services and supports.
  9. WCCMH will provide the participant with any dispute resolution options available to the participant. The Customer Service department handles all dispute resolution procedures and can be reached at 734-544-3050.
  10. WCCMH will make sure the participant has all recipient rights protections available to any person 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**

### **KORA as the participant agrees to the following:**

1. The participant willingly participates in this self-determination/choice voucher arrangement and will directly manage some or all of his or her services and supports authorized by WCCMH. The participant may choose to stop this agreement, and if the participant decides to stop it will not change the participants' ability to obtain the services and supports identified in the IPOS through WCCMH. It does not change the amount, scope and duration of current services and supports.
2. The participant will direct the person-centered planning process and the development of an IPOS and an individual budget. The plan will outline the types and frequency (amount, duration and scope) of services and support, including the ways for continued review of the IPOS. The IPOS will include a back-up plan for important services in case of a worker not showing up, emergencies or surprising circumstances. This plan will be reviewed at least annually with WCCMH or more often, if requested by the participant.
3. The participant will use services and supports as written in the IPOS.

4. The participant will communicate with WCCMH on the usefulness of purchased supports and the person-centered plan in reaching the goals and outcomes in the IPOS. The participant may make a change to the IPOS or individual budget by having 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 bills in the total amount do not go over the amount, scope and duration as written in the individual budget.
6. The participant understands and agrees to the condition that WCCMH will not pay for any services that exceed what has been authorized according to the participant's plan of service. As such, WCCMH and/or the participant's fiscal intermediary are not responsible for any services the participant's employees have provided or documented on a timesheet that exceed WCCMH's service authorization. It will be the participant's responsibility to make sure that their employees are paid in this case.
7. The participant will let WCCMH know of a change in situation or an emergency that may require a change in the IPOS or the individual budget.
8. The participant will make arrangements, as necessary, for obtaining paid staff and unpaid/natural supports to accomplish the goals and outcomes of his or her IPOS.
9. The fiscal intermediary, **CLN or GT**, 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.
10. The participant will make sure each provider staff he/she hires meets provider requirements identified by WCCMH and agrees to secure or have secured appropriate criminal background checks on any potential support providers, prior to hire, to assure they meet minimum requirements.
11. The participant will make sure that each provider he/she hires meets all training requirements identified by WCCMH before they hire the staff/agency and annually thereafter.
12. The participant, with the assistance of WCCMH, agrees to make sure each provider of service obtains recipient rights training and information on recipient rights procedures and reporting requirements, within 30 days from date of hire and prior to service delivery in order to assure compliance with the Mental Health Code requirements.
13. The participant will provide WCCMH and/or the fiscal intermediary, with necessary documentation supporting expenditures of funds provided by WCCMH, which was authorized in the individual budget. Supporting documentation for all services rendered must be kept and submitted for Medicaid reimbursement. Supporting documentation may include, but is not limited to, progress notes, timesheets, contracts and agreements with providers of services and supports, and receipts for activities and transportation.
14. The participant will ensure that any staff they directly hire to provide the services within this arrangement document the provision of those services according to state and federal requirements and provide evidence of this documentation upon request of WCCMH, the fiscal intermediary, the state, or the federal government.
15. The participant agrees to use a written agreement that clearly states that WCCMH and the 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.
16. The participant agrees to provide WCCMH and the fiscal intermediary with all necessary information regarding all providers of services and supports including completed copies of employment and purchase of services agreements and Medicaid Provider Agreements prior to authorizing payments for services and supports. The participant agrees to specify in all Employment Agreements or Purchase of Services Agreements the requirement that all employees and support providers must execute a Medicaid Provider Agreement prior to service provision.
17. If the fiscal intermediary serves as employer agent, the participant will provide the fiscal intermediary with the information and paperwork necessary for it to perform the employer agent responsibilities.

18. The participant agrees to allow WCCMH to review his or her financial situation for purposes of assessing financial eligibility for SSI, SSDI, DHHS Home Help services, Medicaid or similar programs.
19. The participant agrees to attempt to resolve any dispute over the person-centered planning process, the IPOS or the budget through the applicable dispute resolution options.
20. The participant agrees to communicate with the fiscal intermediary, and WCCMH, and to seek help from these agencies as needed.
21. When requested to do so, the participant agrees to provide feedback to the fiscal intermediary: **CLN or GT** to help them improve its services.

**Both parties agree to the items listed above and understand if all staff/employee requirements are not met, this Self Determination/Choice Voucher Agreement will be terminated, and PARTICIPANT will need to choose another trained provider agency or have fully compliant staff within 30 days. If a health, safety or compliance risk is found, an immediate change in provider or staff will occur.**

WCCMH and participant agree to the terms and conditions of this agreement.

**ATTESTED TO:**

**COUNTY OF WASHTENAW:**

By: \_\_\_\_\_  
 Lawrence Kestenbaum (DATE)  
 County Clerk/Register

By: \_\_\_\_\_  
 Gregory Dill (DATE)  
 County Administrator

**APPROVED AS TO CONTENT:**

**PARTICIPANT:**

By: \_\_\_\_\_  
 Trish Cortes (DATE)  
 Executive Director, WCCMH

By: \_\_\_\_\_ (DATE)  
 Print Name: \_\_\_\_\_

**APPROVED AS TO FORM:**

**PARTICIPANT'S GUARDIAN OR LEGAL REPRESENTATIVE:**

By: \_\_\_\_\_  
 Michelle Billard (DATE)  
 Office of Corporation Counsel

By: \_\_\_\_\_ (DATE)  
 Print Name: \_\_\_\_\_

The current versions of the following documents are referenced in this agreement and must be made available to both parties whenever they are updated, which is on at least an annual basis.

**Current Individual Plan of Service**

IPOS Start Date:	IPOS End Date:	Participant Signature:	Date

**Current Individual Budget**

Budget Start Date:	Budget End Date:	Participant Signature:	Date