

## Self-Determination Checklist:

The following must occur in order for the agreement to be effective and processed by CMHCM Provider Network Management:

- The individual budget must be approved and agreed upon prior to completion of the Self-Determination Agreement. **The individual budget MUST be attached to the initial agreement.**
- The **effective date** of the **Self-Determination Agreement** and the **initial Self-Determination individual budget** MUST be the same date.
- The initial SD agreement **and** individual budget must be **signed on/before** the effective date of the agreement and individual budget. The individual budget must be signed the **same day or before** the Self-Determination agreement is signed.
- The **authorization start date** for the services MUST match the effective date of the agreement and budget.

Agreements submitted not meeting the criteria above will be returned to caseholders. Service must not begin until there is a valid agreement, budget and authorizations in place.

## **COMMUNITY MENTAL HEALTH FOR CENTRAL MICHIGAN SELF-DETERMINATION AGREEMENT**

Participant Name: \_\_\_\_\_ Case Number: \_\_\_\_\_

Effective Date: \_\_\_\_\_

This contract is between Community Mental Health for Central Michigan, 301 South Crapo, Mt. Pleasant, Michigan 48858 (hereinafter referred to as "CMHCM") and participant listed above, a person who is the recipient of services and supports (hereinafter referred to as Participant). CMHCM is an entity that functions as a managed care organization to provide services and supports to participants with mental illness and/or intellectual/developmental disabilities. The Participant is an individual receiving supports through CMHCM 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 roles and responsibilities of the above-mentioned parties. This contract shall be in effect starting the date listed above, and will remain in effect until such time it must be terminated or modified. A termination or modification can be initiated by either party by providing written notice to the other of the desire to terminate or modify this agreement. A termination of this contract does not affect the person's continued right to receive services through CMHCM. CMHCM shall respond to any request to terminate or modify this agreement within seven (7) working days.

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 used in the individual budget are the property and responsibility of CMHCM and must be used consistently with statutory and regulatory requirements. Providers must meet provider requirements and sign a Self-Determination Provider agreement with CMHCM. The authority over control and direction of the funds is delegated by CMHCM to the Participant for the purpose of assuring the Participant maximum freedom in choosing providers of goods and services that provide the best opportunity for achieving goals and outcomes in the individual plan of services and supports in ways that best fit the Participant's preferences.

CMHCM agrees to the following:

1. To provide support coordination, as well as opportunities for additional support services. Additional support services may include those identified in the plan of supports and service. CMHCM, through support coordination, shall:
  - Participate in the development of a person-centered plan that outlines requested services and supports.
  - Participate in the development of an individualized budget for the Participant.
  - Assist in accessing sources of financial support. Specifically, providing assistance in maximizing and maintaining eligibility for SSI, SSDI, Medicaid and/or any other sources of financial support.
  - Develop and assure backup plan is in place for essential services for emergencies or unforeseen circumstances.
  - Assure all the required documentation is in place.
  - Release funding only when required documentation is in place.
2. Provide funding for services/supports as directed by the Participant through the individual plan of services and supports, and the corresponding individual budget. This funding will be administered through a fiscal intermediary under contract with CMHCM 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. CMHCM will assure that the fiscal intermediary will provide a monthly spending report to the

Participant. The attached individual budget shall outline which funds shall be administered through the fiscal intermediary.

3. If the services of a fiscal intermediary shall be used, CMHCM will assist the individual in selecting, a fiscal intermediary. Further, CMHCM shall convene a meeting with the Participant and the Participant's fiscal intermediary prior to the beginning of the use of the fiscal intermediary's' services. At this meeting the Participant and the Participant's fiscal intermediary will receive an approved copy of the Participant's individual budget.
4. If CMHCM is to make services and supports arrangements directly with any provider on behalf of the Participant, CMHCM shall assure that the individual can change provider agencies within a reasonable amount of time (e.g. not to exceed thirty (30) calendar days). Further, CMHCM shall assure that it honors the Participants' preferences in selecting qualified provider agencies, and shall ensure that its contracts with provider agencies so retained allow the Participant to choose and direct the employees of the provider agency who are assigned to serve and support the Participant, to the greatest extent possible.
5. Assure and pay for appropriate background checks of support providers as requested and/or needed by the Participant. Communicate to the Participant and/or their chosen representative, the requirements pertinent for assuring eligibility for payment of Medicaid funding, including the five minimum requirements of the State Medicaid Manual: 1) at least 18 years of age; 2) able to prevent transmission of any communicable disease from self to others in the environment in which they are providing supports; 3) able to communicate expressively and receptively in order to follow individual plan requirements and Participant-specific emergency procedures, and report on activities performed; 4) in good standing with the law (i.e. not a fugitive from justice, a convicted felon, or an illegal alien); 5) able to perform basic first aid procedures. CMHCM shall assist the Participant in understanding and verifying any additional requirements applicable to other providers of services (i.e., clinical services, supports coordination, waiver services), in conformance with the State Medicaid Manual.
6. Provide the Participant's fiscal intermediary with the appropriate funds necessary to implement the individual budgets and purchases of services.
7. Assist the Participant with the process of providing the fiscal intermediary with copies of required employment documents and documents, and provide the fiscal intermediary with a copy of a completed Self-Determination Provider Agreement for each provider selected and employed or contracted by the Participant.
8. CMHCM shall not reduce the individual's plan of services and supports and/or their budget without holding a person-centered planning meeting.
9. Review the person-centered plan, at least annually and review the budget with the Participant periodically.
10. Provide assistance in monitoring spending, and reviewing financial reports monthly or as requested.
11. Facilitate the opportunity to make meaningful choices about how the individual budget is spent, consistent with the person-centered plan.
12. Facilitate modification of the individual plan of services and supports at the request of the Participant or CMHCM.
13. Provide the Participant with necessary forms, information and material relevant to CMHCM'S reporting requirements.

14. Provide the Participant with the applicable dispute resolution procedure and Administrative Hearing notices.
15. Provide the Participant with all recipient rights protections available to consumers receiving mental health services including, if necessary investigation of suspected or apparent rights violations and rights in state and federal law applicable to recipients of mental health services.

Participant agrees to the following:

1. Direct the person-centered planning process and the development of an individual plan of services and supports and a corresponding individual budget. The plan of services and supports shall outline the types, frequency (amount, scope and duration) of services and the methods of on-going review of support the Participant may receive, as well as address new additional supports. 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 CMHCM, or as often as requested by the Participant.
2. Utilize services and supports consistent with the person-centered plan. Community Living Support (CLS) services can be provided in the individual's residence or other community settings as specified in the Individual Plan of Service. CLS **cannot** be provided in institutional settings such as hospitals and nursing homes. Transportation to/from medical appointments is not covered by CLS and is the responsibility of Medicaid through DHS or the health plan.
3. Communicate with CMHCM staff on the effectiveness of purchased supports, and the person-centered plan in reaching the desired outcomes.
4. In directing the acquisition of services and supports, the Participant agrees to manage the use of funds such that expenditures in the aggregate do not exceed the amounts identified in the individual budget. The Participant will notify CMHCM about a material change in circumstance or emergency, which may require a modification of the individual plan of services and supports. (For example, a loss of a natural support, or a reduction or loss of benefits contained in the person-centered plan).
5. Make arrangements, as necessary, for obtaining providers of services and supports sufficient to accomplish the goals and outcomes of the Participant's individual plan of services and supports, and providing the necessary information to the fiscal intermediary.
6. Assure that each provider of services and supports retained by the Participant is in compliance with provider requirements delineated by CMHCM, including agreeing to secure or have secured appropriate background checks on any potential support providers to assure they meet minimum requirements outlined above **before hiring them**. Participant agrees to authorize the fiscal intermediary to conduct annual background checks and background check upon return after a separation from employment greater than 30 days. Participant will notify CMHCM immediately of felony convictions of an employee.
7. Provide each provider of service retained with information concerning Recipient Rights procedures and reporting requirements, as required by CMHCM, within 5 days of hire in order to assure compliance with Mental Health Code requirements. Each provider of service to receive the following trainings in addition to Recipient Rights training within 5 days of hire: Infection Control/Blood Borne Pathogens, Safety and Fire Prevention, Health Insurance Portability and Accountability Act, Corporate Compliance, Ethics and Deficit Reduction Act, False Claims Act, Whistleblowers Act, Limited English Proficiency (LEP), Cultural Competence/Diversity Training, Person-Centered Plan Training and Training Verification, Sensitivity Training: Hearing Loss, and First Aid Training. Evidence of completed training shall be submitted to the fiscal intermediary within 5 days of hire.

8. Provide CMHCM and/or the fiscal intermediary with required documentation supporting expenditures of funds provided by CMHCM. These subsidized funds are outlined on the attached individual budget. Supporting documentation may include, but is not limited to, contracts and agreements with providers of services and supports, staff time sheet, proof of training and background checks.
9. When hiring, supervising and paying staff, or when contracting for services and supports from other providers, the Participant agrees to use a written agreement which reiterates that CMHCM and /or fiscal intermediary shall in no way be considered the employer, or a party to the contract. The Participant agrees to hold CMHCM and the fiscal intermediary harmless in this regard. The Participant agrees to provide CMHCM and the Fiscal Intermediary with executed copies of these agreements, prior to authorizing payments for services. The Participant agrees to specify in all employment agreements or contracts the requirement that all employees and support providers must execute a Self-Determination Provider Agreement. Completion of the Self-Determination Provider Agreement is a prerequisite to receiving funds for the staff. Records must be kept documenting services provided. Documentation must be retained by the consumer/guardian for 7 years.
10. Participant agrees to pay for services provided by employees who do not have evidence of required training and background check.
11. Agree to allow a review by CMHCM staff of the financial situation for purposes of assessing income, SSI, SSDI, Home Help amounts, Medicaid or eligibility for similar programs.
12. Agree to communicate with and seek assistance from the fiscal intermediary and CMHCM as needed.
13. Attempt to resolve any dispute over this agreement, the person-centered plan or the budget through the applicable dispute resolution procedure. As this is a "system change" initiative, it is recognized that an informal dispute resolution process may result in a quick resolution to the issue. However, this 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 and the Michigan Administrative Procedures Act.

The parties hereto agree to the terms and conditions of this agreement as specified on the foregoing pages, and so signify this agreement, by affixing their signature(s) below.

\_\_\_\_\_  
Participant or Legal Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Program Director  
Community Mental Health for Central Michigan

\_\_\_\_\_  
Date