

Individual's Name: _____

OCHN CON ID: _____



Self-Directed Services Agreement

This agreement is made on _____ between Oakland Community Health Network ("OCHN") and _____ ("Individual") or _____, (Legal Representative, on behalf of _____) ("Individual"). Oakland Community Health Network authorizes services and supports and the individual will use a Self-Directed arrangement to access those supports. These arrangements include using the person-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 roles and responsibilities of the above-mentioned parties using agreements that support a Self-Directed Arrangement. Designated Representative for this arrangement will be the legal representative for this SDS Arrangement.

Article I OCHN or Self-Determination Administration Provider (if applicable) Responsibilities

1. Assist in obtaining/implementing agreements that support a Self-Directed arrangement as recommended in the Self-Direction Technical Requirement Implementation Guide.
2. Authorize medically necessary services, monitor the individual's budget and service providers authorized within the Individual's Plan of Service (IPOS); payments for services will be administered by the Financial Management Service (FMS).
3. Accept responsibility that funds cannot be used for non-Medicaid items.
4. Inform the individual of the Medicaid requirements for provider qualifications and documentation of services to ensure eligibility for payment with Medicaid funds.
5. Ensure a Medicaid Provider Agreement is established with the identified provider where required pursuant to the Self-Direction Technical Requirement Implementation Guide.
6. Provide the individual with information on applicable dispute resolution procedures.
7. Ensure the individual self-directing services is connected to a Core Provider Agency.
8. Work with the individual to develop an IPOS, which details Supports and Services, and an Individual Budget.
 - A. Lead a discussion with the individual to develop a back-up plan for Supports and Services in case of worker absences, emergencies or unforeseen circumstances.

- B. Review and document monitoring of self-directed service use as detailed in the monthly budget reports provided to the individual as part of coordination of services.
- C. Provide assistance with linking, coordinating, and monitoring services as contracted by OCHN.

Article II Individual Responsibilities

1. The Individual agrees to:

- A. Participate in a Person/Family-Centered Planning meeting to develop an IPOS to support goals and objectives with measurable outcomes.
- B. Use Supports and Services consistent with the goal(s) in the IPOS. Exhaust natural supports and community resources (i.e. Third-party insurance, Home Help etc.) prior to requesting services from OCHN. Maintain Medicaid eligibility.
- C. Directly manage a portion of services and supports detailed in the IPOS.

2. The Individual/Legal Representative acknowledges and agrees that:

- A. By Using a Self-Directed Arrangement, the Individual may have the option of directly hiring workers or contracting with service providers.
- B. If directly hiring workers, the Individual/Legal Representative he or she is electing to be the employer of record.
- C. As the employer of record, the Individual/Legal Representative is responsibilities for:
 - i. Complying with federal/state/local laws, rules, and regulations regarding the employment of workers;
 - ii. Selecting, hiring, managing, supervising, and firing Direct Hire Staff;
 - iii. The payment of wages and required employment taxes.
- D. When employing Direct Hire Staff, the Individual/Legal Representative agrees to select a Financial Management Services Agency to perform and manage many of the employer-related responsibilities on his or her behalf in the form of fiscal intermediary services.
 - i. Fiscal intermediary services include:
 - a. Employer agent functions such as processing timesheets and payroll, withholding and paying income, FICA and unemployment taxes, and securing workers' compensation insurance;
 - b. Employer support functions such as performing criminal history and background checks, obtaining the I-9 Form, and verifying qualifications and training requirements;
 - c. Information and guidance services such as providing information on how to recruit, manage, and schedule staff.

3. The Individual/Legal Representative also agrees to be responsible for:

- A. Selecting and hiring direct care staff listed above
 - B. Using only OCHN's standardized agreements.
4. Self-Directing services and the Individual Plan of Service were discussed with me, and I had the opportunity to ask questions.
 5. Services authorized were reviewed with me, and I understand that it is my responsibility to stay within the service authorization or as the employer; I will be responsible for paying the difference. I also understand that I am responsible for remaining within my authorized budget and may not exceed OCHN fee schedules for authorized services.
 6. I understand that all services I provide must be face-to-face while in my presence. If services are intermittent throughout the day, my electronic timesheets through Electronic Visit Verification shall accurately reflect such start and stop times.
 7. I understand paid staff cannot provide service if the individual served is admitted to or in the hospital.
 8. I understand staff must renew all training prior to expiring, or they cannot be paid using Medicaid dollars. Training includes Basic First Aid, Bloodborne Pathogens, Recipient Rights, and an annual IPOS. Additional training is at the employer's discretion.
 9. Upon request, a username and password for the Electronic Visit Verification real-time electronic timesheets and training material may be provided. I have been provided with the submission guidelines. I understand that my signature and date on the payroll documentation verifies the accuracy of the real-time electronic timesheets regarding services provided.
 10. I understand real time electronic timesheets are legal admissions that the service was provided. Falsifying timesheets is Medicaid fraud and would need to be reported at the state and federal level and jeopardize my ability to continue receiving services under the Self-Direction of services arrangement.
 11. I understand the Financial Management Services Agency payroll schedule and understand that I must turn in the staff's signed and dated payroll documentation according to the due dates for them to be paid. Payroll documentation beyond 30 days will not be paid.
 12. I understand the Self-Directed budget and acknowledge that it is my responsibility to review the monthly budget reports that are sent to me every month. I understand that I can contact the Financial Management Services Agency if I have any questions related to my budget or monthly budget reports.
 13. I understand that no staff can start working or be paid for services prior to receiving formal approval from the Financial Management Service Agency to begin work.
 14. I understand that failure to comply with all responsibilities as the Employer of Record will jeopardize my ability to continue in this role.

Article III Term and Termination (Ending this Agreement)

Involuntary End:

1. This Agreement is dependent on the Individual's eligibility for Supports and Services. In the event of a determination of ineligibility for Supports and Services, this agreement shall terminate ("end"). All services are paid using Medicaid funds; Spend-Downs may impact services.

Voluntary End:

1. Either OCHN or the Individual/Legal Representative can end this Agreement at any time. This would not affect the ability to obtain the Supports and Services identified in the Individual Plan of Service through OCHN, nor does it impact the amount, scope and duration of existing Supports and Services.
 - a. The Individual/Legal Representative may decide to end participation in Self- Directed Arrangements for any reason or for no reason at all. If the Individual/Legal Representative decides to end participation, he or she agrees to send prior written notice to OCHN.
 - b. Should OCHN decide to end this Agreement; OCHN will send prior written notice to the Individual/Legal Representative. Where possible, OCHN will inform the Individual/Legal Representative, in writing, of the issues that have led to the decision and will first provide an opportunity for resolution prior to ending this agreement.

Medicaid Funding:

Funds allocated within an approved Self-Determination budget represent Medicaid funds available for authorized medically necessary expenditures during the applicable budget period. Unexpended funds may be reconciled and removed from the budget at the close of the budget period. Such reconciliation does not constitute a reduction of authorized services, provided the individual's approved service levels and prospective funding remain unchanged.

Individual's Signature

Printed Name

Date

Legal Representative's Signature

Printed Name

Date

OCHN Representative's Signature

Printed Name

Date

Internal Review Only

MCA Reviewer Name

Review Date