

# ST. CLAIR COUNTY COMMUNITY MENTAL HEALTH

## BOARD POLICY

Date Issued 11/23

Page 1

<b>CHAPTER</b> Service Delivery		<b>CHAPTER</b> 03	<b>SECTION</b> 001	<b>SUBJECT</b> 0010
<b>SECTION</b> Treatment	<b>SUBJECT</b> Self-direction (Self-Directed Arrangements)/ Choice Voucher			
<b>WRITTEN BY</b> A. Schlichting & K. Bringard	<b>REVISED BY</b> Greta Nichols and Latina Cates		<b>AUTHORIZED BY</b> SCCCMHA Board	

### I. APPLICATION

- ☒ SCCCMA Board
- ☒ SCCCMA Providers & Subcontractors
- ☒ Direct-Operated Programs
- ☒ Community Agency Contractors
- ☒ Residential Programs
- ☒ Specialized Foster Care

### II. POLICY STATEMENT:

It shall be the policy of St. Clair County Community Mental Health Authority (SCCCMHA) board to assure that Self-directed arrangements are available to all individuals with a mental illness and/or intellectual/developmental disability who are eligible for public mental health services. Choice Voucher (CV) is what Self Direction is called for children.

### III. DEFINITIONS:

- A. Financial Management Service Provider (FMS) (previously known as Fiscal Intermediary or FI) :  
An independent legal entity (organization or individual) that acts as a fiscal agent for the purpose of assuring fiduciary accountability for the funds comprising a person's individual budget. A FMS shall perform its duties as specified in a contract with a Community Mental Health Service Provider (CMHSP) or its designated subcontractor. The purpose of the FMS is to receive funds making up a person's individual budget, and make payments as authorized by the individual to providers and other parties to whom a person using the individual budget may be obligated. A FMS may also provide a variety of supportive services that assist the individual in selecting, employing and directing individual and agency providers.
- B. Individual Budget: An individual budget is a fixed allocation of public mental health resources, and may also include other public resources whose access involves the assistance of the CMHSP, denoted in dollar terms. These resources are agreed upon as the necessary cost of specialty mental health services and supports needed to accomplish a person's plan of services/supports. The person served uses the funding authorized to acquire, purchase and pay for specialty mental health services and supports that support accomplishment of the individual's plan. The budget is developed through the Person Centered Planning process.
- C. Qualified Provider: For purposes of this document, an individual worker, a specialty practitioner, professional, agency or vendor that is:

<b>CHAPTER</b> Service Delivery		<b>CHAPTER</b> 03	<b>SECTION</b> 001	<b>SUBJECT</b> 0010
<b>SECTION</b> Treatment	<b>SUBJECT</b> Self-direction (Self-Directed Arrangements)/ Choice Voucher			
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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 beneficiary-specific emergency procedures, and report on activities performed.
4. In good standing with the law according to the MDHHS/PIHP contract (i.e., not a fugitive from justice, a convicted felon, or an illegal alien).
5. Meets CMHSP provider qualifications.

D. Specialty Mental Health Services: Includes any service/support that can legitimately be provided using funds authorized by the CMHSP in the individual budget.

#### IV. STANDARDS:

- A. Participation in the Self-directed payment system shall be a voluntary option made available to all adult recipients, unless the cost ratio of paying a FMS to the actual cost of services makes it too costly and inefficient.
- B. Individuals shall responsibly control the resources allotted in an individual budget toward accomplishing the goals/objectives in their plan.
- C: Self-determination is the right of all people to have the power to make decisions for themselves; to have free will. The goals of Self-determination, on an individual basis, are to promote full inclusion in community life, to have self-worth and increase belonging while reducing the isolation and segregation of people who receive services. Self-determination builds upon choice, autonomy, competence and relatedness, which are building blocks of psychological wellbeing.
- D. Self-direction or Self-directed Services is a method for moving away from professionally managed models of supports and services. It is the act of selecting, directing, and managing ones services and supports. People who self-direct their services are able to decide how to spend their CMH services budget with support, as desired. The methods of self-direction are crafted with the principles of self-determination:
  1. Freedom: The ability for individuals, with assistance from significant others (e.g. chosen family and/or friends), to plan a life based on acquiring necessary services and supports in desirable ways, rather than purchasing a program. This includes the freedom to choose where and with whom one lives, who and how to connect in one's community, the opportunity to contribute in one's own way, and the development of a personal lifestyle.

<b>CHAPTER</b> Service Delivery		<b>CHAPTER</b> 03	<b>SECTION</b> 001	<b>SUBJECT</b> 0010
<b>SECTION</b> Treatment	<b>SUBJECT</b> Self-direction (Self-Directed Arrangements)/ Choice Voucher			
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2. Authority: The assurance for a person with a disability to control a certain sum of dollars in order to purchase these supports, with the backing of their significant others, as needed. It is the authority to control resources that are available for supports and services.
3. Support: The arranging of resources and personnel, both formal and informal, to assist the person in living his/her desired life in the community, rich in community associations and contributions. It is the support to develop a life dream or ambition and reach toward that dream.
4. Responsibility: The acceptance of a valued role by the person in the community through employment, affiliations, spiritual development, and caring for others, as well as accountability for spending public dollars in ways that are life enhancing. This includes the responsibility to use public funds efficiently and to contribute to the community through the expression of responsible citizenship.

A hallmark of self-determination is assuring a person the opportunity to direct a fixed amount of resources, which is derived from the person-centered planning process and called an individual budget. The person controls the use of the resources in his/her individual budget, determining, with the assistance of chosen allies, which services and supports he or she will purchase, from whom, and under what circumstances. Through this process, they possess power to make meaningful choices in how they live their life.

5. Confirmation: Having a role in redesigning the service system.
- E. Agreement on the plan must include a description of the arrangements that will, or may, be applied by the individual to select, control, and direct the provision of those services/supports.
- F. Development of an individual budget shall be done as part of the plan and agreed to by the individual and the CMHSP.
1. The directions and assistance necessary for the individual to properly apply the individual budget shall be provided to the individual, in writing when the agreement is finalized.
  2. Mental Health funds comprising an individual budget are the property and responsibility of the CMHSP. Authority over their direction is delegated to the individual, for the purpose of achieving the goals and outcomes contained in the individual's plan of service. Limitations associated with this delegation shall be determined in the process of developing the IPOS and/or employer of record.
  3. An arrangement shall be made in writing between the CMHSP and the individual describing the responsibility and the authority of both parties in the use of the individual budget.
  4. An individual budget, once authorized, shall accompany the individual's plan of service. It shall

<b>CHAPTER</b> Service Delivery		<b>CHAPTER</b> 03	<b>SECTION</b> 001	<b>SUBJECT</b> 0010
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be in effect for a defined period of time, typically one year. Since the budget is based upon the individual's plan of service and supports, when the plan needs to be changed, the budget must be reconsidered as well. In accordance with the person centered planning practice guidelines, the plan may be reopened and reconsidered whenever the person or the agency feels it needs to be reconsidered.

5. The funds aggregated and used to finance an individual budget may be controlled by more than one funding source. Flexibility in the use of these funds is therefore constrained by the specific limitation of funding sources (e.g. Home Help, VA, Vocational Rehabilitation, etc.)
  6. An individual budget shall be flexible in its use. Adjustments in the application of the individual budget shall occur within the framework that has been agreed to by the person receiving services and the CMHSP and described in an attachment to the Self-direction arrangement.
  7. Funds allotted for specialty mental health services may only be used to purchase specialty mental health services. Contracts with providers of specialty mental health services should not be entered into if they are not fiscally prudent.
- G. A recipient shall be able to use any willing and qualified provider who is available to provide the needed treatment, services and supports. Approaches may include CMHSP Direct Operated or contractual services, or through a direct purchase of service agreement with the person receiving services.
1. Fees and rates paid to providers with a direct purchase of services agreement with the person receiving services shall be negotiated by the individual. The individual must stay within the boundaries of the authorized individual budget.
  2. Where a person receiving services selected and directed provider of services has a direct contract with the CMHSP, the provider may be paid by the CMHSP, not the FMS. In that case, the portion of funds in the individual budget would not be lodged with the FMS, but instead would remain with the CMHSP as a matter of fiscal efficiency.
- H. A person receiving services shall be able to access alternative methods to choose, control and direct personnel necessary to provide direct support including:
1. Acting as the employer of record of personnel.
  2. Access to a provider entity that can serve as employer of record for personnel selected by the person receiving services.
  3. CMH contractual language with provider entities that assures individual selection of personnel, and removal or reassignment of personnel who fail to meet individual preferences.

<b>CHAPTER</b> Service Delivery		<b>CHAPTER</b> 03	<b>SECTION</b> 001	<b>SUBJECT</b> 0010
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4. Use of CMH employed direct support personnel as selected and retained by the person receiving services.

I. Financial Management Service Providers shall be under contract to the CMHSP or a designated sub-contracting entity. Contracted functions may include:

1. Payroll agent for direct support personnel employed by the person receiving services (or chosen representative), including acting as an employer agent for IRS and other public authorities requiring payroll withholding and employee insurances payments.
2. Payment agent for recipient-held purchase of services and consultant agreements with providers of services and supports.
3. Provision of periodic (not less than monthly) financial status reports concerning the individual budget, to both the CMHSP and the individual. Reports made to the individual shall be in a format that is useful to the individual in tracking and managing the funds making up the individual budget.
4. Provision of an accounting to the CMHSP for the funds transferred to it and used to finance the costs of authorized individual budgets under its management.
5. Assuring timely invoicing, service activity and cost reporting to the CMHSP for specialty mental health services and supports provided by individuals and entities that have a direct agreement with the individual.
6. Other supportive services, as denoted in the contract with the CMHSP that strengthen the role of the person receiving services as an employer, or assist with the use of other agreements directly involving the consumer in the process of securing needed services.

J. An entity acting as a financial management service shall be free from any relationship that would be a conflict of interest. The FMS may not be a direct service provider to any of the individuals to be served by this project. The FMS must never be in the situation of having to provide payment to itself for services rendered to any person receiving services through this program.

## V. PROCEDURES:

(This section applies to SCCCMHA and its provider network only)

### A. Procedural Self-Directed Arrangements / Choice Voucher Arrangements

During pre-planning meeting and /or IPOS meeting, discuss self-direction as an option for delivery of applicable services. It can also be discussed as a service option as appropriate throughout the year. Ensure that family is aware of benefits and responsibilities that accompany a self-directed

<b>CHAPTER</b> Service Delivery		<b>CHAPTER</b> 03	<b>SECTION</b> 001	<b>SUBJECT</b> 0010
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arrangement. Benefits include: increased flexibility, freedom to decide how one wants to live his or her life and support to organize resources in ways that are life enhancing and meaningful to the individual.

### **Case Holder**

1. Sends Self-Directed Services (SD) Coordinator an e-mail indicating an individual has expressed interest in a self-directed arrangement. Staff need to ensure that there is a worker available with the individual. Case Holder needs to include the number of hours per week of service being authorized for the self-directed service.

### **Self-Directed Services Coordinator**

2. Reaches out to individual and/or guardian to discuss self-directed services including; roles and responsibilities of SCCCMHA, the employer of record and FMS; training information; documentation guidelines; budget information; contact information for questions/concerns; education of current FMS providers..
3. Sends application packet to potential worker and/or individual/guardian with training information.

### **Employer (Individual/Guardian)**

4. Chooses employee(s) and has them complete application packet and send to SD Coordinator.

### **Self-Directed Services Coordinator**

5. Sends complete referral packet to chosen FMS field service representative once application packet is received.
6. Completes the paperwork for SD/CV Arrangement (Exhibit A).
7. Provides education to SD/CV worker on documentation guidelines.
8. Attends start-up meeting with FMS representative, employer of record and employee if individual chooses in-person meeting.
9. Opens location of FMS and adds authorizations for services:
  - a. Authorization needed for 1 time start up.
  - b. Authorization needed for monthly FMS (1 per month).

<b>CHAPTER</b> Service Delivery		<b>CHAPTER</b> 03	<b>SECTION</b> 001	<b>SUBJECT</b> 0010
<b>SECTION</b> Treatment	<b>SUBJECT</b> Self-direction (Self-Directed Arrangements)/ Choice Voucher			
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- c. Authorization needed for services (CLS/Respite/daily rate).

#### **Case Manager**

10. Ensures services are identified in the plan (amend if not already in the plan) and ensures that interventions for SD/CV services are added.

#### **Self-directed/determination Employees**

11. Completes required trainings and can start services only after they have been completely trained. (Recipient Rights training must be completed within 30 days of hire). CSM can make a request to SD Coordinator if there is question on whether an employee has completed all the trainings.

#### **Case Manager**

12. Completes IPOS training log with all employees that are providing service (this is part of employee training).

#### **Financial Management Service**

13. Provides monthly budget to employer of record and SD Coordinator.

#### **Self-Directed Services Coordinator**

14. Reviews monthly budget sheets and ensures they are scanned in EHR. .

### **B. Terminating an SD/CV arrangement**

#### **Case Holder**

1. Notifies SD Coordinator with end date.
2. Ends location code according to end date and early terminates authorizations.

#### **Self-Directed Services Coordinator**

3. Notifies FMS and sends termination letter.

### **C. Renewing an arrangement at time of IPOS**

<b>CHAPTER</b> Service Delivery		<b>CHAPTER</b> 03	<b>SECTION</b> 001	<b>SUBJECT</b> 0010
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### **Case Holder**

1. Informs SD Coordinator of services being authorized.

### **Self-Directed Services Coordinator**

2. Sends renewed arrangement paperwork to employer of record for signature (Exhibit A).

IMPORTANT NOTES: Monthly printouts will be sent to the individual / family of service usage (from FMS). This will allow everyone to monitor the budget. The individual/family, who are also the employers, will need to follow up with the FMS if there are concerns to assure the budget remains on track.

If staff quit or are unable to work and the employer does not find a new staff within 2-3 weeks, contact designated staff immediately. The arrangement can be suspended on a short-term basis which saves the monthly cost paid to the FMS. If a staff cannot be found on the longer-term basis, the arrangement may need to be terminated.

If there are concerns related to misuse of approved services or lack of progress on goals within a SD arrangement this would be treated as any other situation. Services provided under a SD arrangement are Medicaid services and the same follow up and expectations remain.

Self-Directed arrangements are voluntary for the individual / family and CMH. If the arrangement is not meeting the needs of the individual, it can be terminated on either end and at any time.

Resources are available on the Compass under Adult and Family Services and Child and Family Services.

## **VI. REFERENCES:**

MDHHS Medicaid Contract attachment, Self-Directed Services Technical Requirements (as updated – requirements of the most up-to-date Technical Requirement shall supersede this policy if conflicting)

## **VII. EXHIBITS:**

Self-Direction/Choice Voucher Arrangement

## **VIII. REVISION HISTORY:**

Dates issued 01/02, 10/09, 01/13, 11/13, 11/14, 11/17, 03/19, 3/20, 4/21, 10/22.



**SELF-DIRECTION (or CHOICE VOUCHER) ARRANGEMENT (choose applicable)**

Insert Name of consumer

Insert consumer ID#

This Arrangement, effective Insert Date mm/dd/yyyy **through** Insert Date mm/dd/yyyy is between St. Clair County Community Mental Health Authority (hereinafter referred to as 'CMH') and Name of Consumer, Insert Consumer ID# (individual / consumer / Participant) (hereinafter referred to as 'PERSON'), , guardian.

"Personnel" (i.e. Direct Care Provider(s) / Employee(s) / Hourly Care Worker(s)) are directly selected / hired by PERSON (and/or Representative(s)), as being Employer-of-Record (EOR), to provide approved services (hereinafter referred to as "PROVIDER").

CMH authorizes services and supports (i.e. Community Living Supports [CLS] and/or Respite) to persons receiving mental health specialty services and supports and PERSON is using Arrangements that support Choose an item. to access those supports.

This Arrangement uses the Person-Centered Planning (PCP) process to determine the appropriate services and supports type(s) and amount(s), development of 'Individual Plan of Service' (IPOS) and authorization of an 'Individualized Budget'.

**PURPOSE**

The purpose of this Arrangement is to define roles and responsibilities of both PARTIES using this Arrangement that supports Choice Voucher.

Either PARTY (CMH or PERSON) may terminate this Choose an item. Arrangement.

Common reasons that CMH may terminate this Arrangement, after providing support and other interventions include, but are not limited to:

- failure to comply with Medicaid documentation requirements
- failure to stay within the authorized funding in the 'Individualized Budget'
- inability to hire and retain qualified PROVIDER(s)
- conflict between PERSON and PROVIDER(s), resulting in an inability to implement IPOS.

Prior to CMH terminating this Arrangement, CMH shall immediately inform PERSON (unless not feasible), in writing, of the issues that have led to consideration of a discontinuation or alteration decision and provide an opportunity for problem resolution.

Typically, resolution will be conducted using the PCP process, with termination being the option of choice, if other mutually-agreeable solutions cannot be found.

In any instance of CMH discontinuation or alteration of a Choose an item. Arrangement, the local processes for "dispute resolution" may be utilized to address and resolve the issue(s).

Funds within the 'Individualized Budget' are the responsibility of CMH and must be used consistently per Medicaid requirements.

PROVIDER(s) must meet "Provider Requirements" (per Michigan Department of Health and Human Services [MDHHS] and Medicaid).

PROVIDER(s) must sign a 'Choose an item. Provider Agreement' with CMH.

Authority over control and direction of the funds is delegated by CMH, via PIHP (Pre-Paid Inpatient Health Plan), to PERSON to authorize receipt of services and supports to best meet his / her needs.

The 'Individualized Budget' will be administered by the Financial Management Service Provider (FMS) GT

Independence (GT) GT: 215 Broadus St. Sturgis, MI 49091 (269) 221-6214, GT:

customerservice@gtindependence.com, which will be responsible for completing and submitting paperwork for billing, payment for services and supports when authorized by PERSON and handling the Employer-Agent function.

On a monthly basis, FMS will provide a “*Spending Report*” of previous calendar month to PERSON and CMH’s Self-Directed Services Coordinator, Greta Nichols (810.966.3736, [gnichols@scccmh.org](mailto:gnichols@scccmh.org), 3111 Electric Ave., Port Huron, MI 48060).

## ARTICLE I

### CMH RESPONSIBILITIES

CMH agrees to the following responsibilities:

1. Fund services and supports as stated/authorized within the IPOS.
2. Fund services and supports as stated/authorized within the ‘Individualized Budget’.
3. Inform PERSON of MDHHS’ / Medicaid Provider’s requirements (e.g. age, relationship to PERSON, training).
4. Assist PERSON with obtaining required *Choose an item*. Agreements from PROVIDER(s).
5. Assist PERSON with obtaining any/all required documentation from PROVIDER(s)
6. Provide information regarding documentation and reporting requirements for services and supports obtained through Arrangement that support *Choose an item*..
7. Provide monthly assistance with monitoring expenditures.
8. Provide monthly assistance with reviewing financial reports.
9. Provide PERSON with information on applicable “dispute resolution” procedures.
10. CMH /Case Manager/Clinician will:
  - a. Work with PERSON to develop an IPOS through PCP process
  - b. Work with PERSON to develop an ‘Individualized Budget’
  - c. Work with PERSON to develop a back-up plan for essential services for unforeseen circumstances (e.g. Primary Case Holder absences, CMH closures, emergencies).
  - d. Assist with identifying and obtaining natural and community supports and services PERSON may be eligible to receive.
  - e. Provide opportunities to PERSON to learn about health, nutrition, safety, rights and money management.
  - f. Identify and promote opportunities for friendships and community-inclusion.
  - g. Assist in accessing employment in the community (if desired and/or if applicable).
  - h. Provide professional IPOS training/review and monitoring to PROVIDER(s).

## ARTICLE II

### PERSON’S RESPONSIBILITIES

PERSON agrees to:

1. Participate in the development, review and implementation of his/her Individual Plan of Service (IPOS), outlining the types and frequency of services he/she will receive.  
~ Modifications may be made to IPOS, via Person-Centered Planning (PCP) process, if/as requested. ~
2. Participate in the development, review and implementation of his / her ‘Individualized Budget’.  
~ Modifications may be made to ‘Individualized Budget’,  
via Person-Centered Planning (PCP) process, if/as requested. ~
3. Directly manage a portion, or all, of his/her services and supports.
4. Directly hire PROVIDER(s) who meet ‘Provider Requirements’.
5. Give permission for information to be exchanged with Personnel (i.e. Direct Care Provider(s) / Employee(s) / Hourly Care Worker(s)), St. Clair CMH Staff, and chosen FMS.
6. Neither, CMH, nor FMS, shall, in any way, ever be considered the EOR.
7. Agree to appropriate Background Checks being conducted for potential PROVIDER(s) prior to employment/providing services to assure they meet the minimum requirements/standards of the Medicaid Provider Manual.
8. Use (obtain and retain) a written Agreement, which reiterates that neither CMH, nor the FMS, shall in any way be considered the EOR when hiring, supervising and paying PROVIDER(s) or any other Provider(s) of services.  
~ \*PERSON agrees to hold CMH and FMS harmless in this regard\* ~  
Before FMS or PERSON authorizes initial payment, PERSON provides FMS with executed copies of Agreement(s).
9. Ensure the St. Clair CMH *Incident Report Policy* (#05-001-0040) is followed; specifically, required timeframes for submitting ‘Incident Reports’.

PROVIDER will securely forward completed hard-copy “Incident Report” of incident to CMH’s Office of Recipient Rights (ORR) as follows:

- within 24 hours for: death, serious injury, attempted suicide, elopement, apparent or suspected abuse or neglect
  - within two (2) business days for all others (e.g. verbal aggression, law enforcement involvement)
10. Ensure PROVIDER(s) receives and successfully completes all required trainings (initial [prior to providing direct care services] and ongoing) (reference Attachment D – “Training/Requirement Reporting form”), such as:
- *Recipient Rights* (via in-person, at CMH)
    - initial: within 30 days of hire and prior to providing direct care services
    - annual: must be completed within one calendar year of previous completion date
  - *First Aid*
    - initial: must be certified prior to providing direct care services
    - retain current certification: must be completed prior to expiration, but no more than three (3) years
  - *Infection Control: Universal Precautions* (via self-study module)
    - initial: prior to providing direct care services
  - *Individual(s) (PERSON) - specific IPOS Review*
    - initial: prior to providing direct care services
    - continuous: on-going, as amended, but no less than annually, upon renewal

In addition CMH strongly encourages that Employer of Record request that staff be trained in CPR as well as Medication training (if staff are assisting with medication administration). This is not a requirement per MDHHS guidelines but strongly encouraged. If PERSON does not choose to have their staff trained in these areas, they understand the risks that are associated with that.

~ \*\*REQUIRED TRAININGS ARE SUBJECT TO CHANGE\*\* ~

If PROVIDER’s completion of any required training was unsuccessful (failed), the training must be redone until successfully completed (passed).

It is PERSON’s decision to re-pay PROVIDER’s course cost and/or time for repeated training.

\*\*NOTE: All costs paid by PERSON are deducted from his / her ‘Individualized Budget’.

11. Evidence of PROVIDER(s) training and other requirements must be submitted to CMH upon successful completion.
12. Ensure Medicaid requirements are met by having each PROVIDER sign a ‘MEDICAID PROVIDER AGREEMENT’ with EOR ~ Copy of ‘MEDICAID PROVIDER AGREEMENT’ on file with FMS. ~
13. Use services and supports consistent with the IPOS goals.  
~ No services other than those agreed upon in the IPOS and ‘Individualized Budget’ may be provided. ~
14. Provide CMH and/or FMS with all necessary documentation supporting expenditures of funds authorized in the ‘Individualized Budget’.  
Supporting documentation may include, but are not limited to:
  - Timesheets (signed, as approved, by PERSON)
  - Documentation of services provided as agreed upon with CMH (weekly note or documentation on timesheet)
  - Training documentation
15. Manage use of funds so that expenses are spread over the course of the year or duration of Arrangement and do not exceed the ‘Individualized Budget’.
16. Pre-determine/agree to PROVIDER(s) hourly rate-of-pay, which is deducted from overall total of ‘Individualized Budget’.
17. Pre-determine PROVIDER(s) reimbursement benefits, which are deducted from overall total of ‘Individualized Budget’ (e.g. mileage, training, paid-time-off).
18. Ensure PROVIDER(s)’ timesheets are submitted in a timely manner.
  - All Timesheets should be submitted following the FMS payroll schedule.
  - Claims / data (Timesheets) that are more than sixty (60) days past due may not be processed and/or reimbursed by CMH.

19. Advise CMH of a change in circumstance or an emergency that may require a change in the IPOS or the 'Individualized Budget'.
20. When requested, PERSON agrees to provide feedback to FMS or CMH to enable improved FMS services.

Upon signature, CMH and PERSON agree to the terms and conditions of this Arrangement.

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Guardian

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Date

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SCCCMH, Self-Directed Services Coordinator  
Greta Nichols

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Date