



Self-Directed Services Agreement

This agreement is made on ____ day of _____ between Detroit Wayne Integrated Health Network (“DWIHN”) and _____ (“individual”) or _____, (Legal Representative, on behalf of (_____)). Detroit Wayne Integrated 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.

Article I

Detroit Wayne Integrated Health Network or a Self-Determination Administration Provider (if applicable) agrees to the following 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 individual of the Medicaid requirements for provider qualifications and documentation of services to assure eligibility for payment with Medicaid funds.
5. Provide the individual with information on applicable dispute resolution procedures.
6. Ensure the individual self-directing services is connected to a Clinically Responsible Supports Coordination Provider (CRSP) that will use the Person/Family-Centered Planning process to:
 - A. Work with the individual to develop an IPOS, which details Supports and Services, and an Individual Budget
 - B. 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.
 - C. 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.
 - D. Provide assistance with linking, coordinating, and monitoring services as contracted by DWIHN.



Self-Directed Services Agreement

Article II

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 DWIHN.
- 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 directing 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 use DWIHN's standardized agreements.



Self-Directed Services Agreement

If contracting with a service provider:

The Individual/Legal Representative agrees to select a Financial Management Services agency to perform applicable Fiscal Intermediary Services listed above in Article II.

- A. Use credentialed service providers and DWIHN standardized agreements.

4. The Individual/Legal Representative agrees to:

- A. Negotiate payment with employees or providers who meet MDHHS' requirements and whose fees for service do not exceed the standard rates established by DWIHN.
- B. Manage the use of authorized services and supports to ensure expenses do not exceed the individual budget.
- C. Inform the CRSP within 24 business hours of any change in circumstances or emergencies that will require a change in the IPOS or the individual budget.
- D. Provide documentation to the Financial Management Service Agency consistent with Medicaid requirements to support all Medicaid authorized services.
- E. The Individual/Legal Representative authorizing the sharing of information among the Individual's hired and/or contracted staff, DWIHN, the Financial Management Services Agency, and the Self-Determination Administrator.
- F. Adhere to parameters detailed in MDHHS' Self-Direction Technical Requirement Implementation Guide available at:
https://www.michigan.gov/documents/mdhhs/FINAL_Self-Direction_Technical_Requirement_Guide_Version_1_October_2020_706627_7.pdf.



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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").

Voluntary End:

1. Either DWIHN 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 DWIHN, 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 DWIHN.
 - b. Should DWIHN decide to end this Agreement; DWIHN will send prior written notice to the Individual/Legal Representative. Where possible, DWIHN 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.

Individual's Signature or Mark

Date

Legal Representative's Signature (only if applicable)

Date

DWIHN Representative's Signature

Date