# Self-Directed Support Agreement

Consumer Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DDS #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

##### Sponsoring Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**State: \_\_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_ Phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DDS Region: \_\_\_\_\_\_\_\_ Case Manager/Broker: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

As an individual receiving Self-Directed Supports and/or the sponsoring person for Self Directed Supports, I agree to abide by the following Department of Developmental Services (DDS) requirements:

1. To enroll in the DDS Home and Community Based Services Medicaid Waiver
2. To maintain Medicaid eligibility while participating in the DDS Home and Community Based Services Medicaid Waiver.
3. To meet all DDS documentation requirements for self-directed services.
4. All payments by the Fiscal Intermediary shall be made directly to the provider of the service. Third party payments and advanced payments are not allowed.
5. The Fiscal Intermediary shall only make payments for services in the budget authorized by DDS. Original receipts are required from vendors for reimbursement for goods and services authorized in the individual budget.
6. Prior approval by DDS is required for any purchase of supports, services, or goods from a party that is related to me through family, marriage, business association, or a consensual relationship.
7. Budget adjustments shall be limited to a maximum of one time per quarter (January-March, April -June, July - September, October - December) and shall be allowed only for a change in the supports and services that are included in the Individual Plan.
8. All employees I hire shall meet the DDS pre-employment requirements prior to their hire date and complete the DDS required trainings within 90 days of employment.
9. The sponsoring person shall not be a paid employee.
10. All supports and/or services provided by a family member shall be reviewed through the DDS Family Hire process. A family member/relative/significant other may not be hired when they are: the legal guardian of the individual; the legally responsible relative of the individual; the employer of record; or the parent of a child under 18 who is receiving the service (up to age 21 for VSP parents). No exceptions shall be made to these restrictions on who may be hired by individuals who self-direct their services.
11. Funds allocated by DDS shall only be used for the direct benefit of the person receiving the allocation. Indirect (non face-to-face) services shall not be allowed unless specifically identified as an indirect service in the waiver manual or in the Individual Plan. Funds allocated by DDS shall only be used for services identified in the Individual Plan and may not be used for any other supports or services unless those supports or services are included in the Individual Plan. All supports or services shall be provided and recorded on each employee’s timesheet according to the definitions for each service type.
12. Funds held by the Fiscal Intermediary that are not expended within the budget period shall be returned to DDS.
13. Three bids are required for items, equipment, or home and vehicle modifications over $2,500.
14. To enter into an agreement with a Fiscal Intermediary that is under contract with DDS.
15. To actively participate in the ongoing monitoring of supports and services and to participate in DDS’s quality review process.
16. Any special equipment, furnishings, or items purchased under this agreement shall be the property of the service recipient and shall be transferred to his or her new place of residence or day program should the person move or the item shall be returned to the state when it is no longer needed by the service recipient.
17. To review and follow the DDS False Claims Act Policy provided by the Fiscal Intermediary.
18. I acknowledge that the authorization and payment for services that are not rendered could subject me to Medicaid fraud charges under state and federal law. Breach of any of the above requirements with or without intent may disqualify me from self-directing services.
19. I acknowledge that DDS may terminate funding for any employee who violates any of the following work rules by:
20. Committing any act of physical, sexual, verbal, or psychological abuse or neglect of a person with a disability;
21. Demonstrating abusive, immoral, indecent, or racially derogatory conduct toward a consumer, a family member, a coworker, or a member of the public;
22. Committing any act of discrimination or harassment, including but not limited to, those acts based upon age, ancestry, color, gender identity or expression, mental disability, national origin, physical disability, race, religious creed, sex, or sexual orientation;
23. Using a consumer’s resources for personal gain;
24. Bringing illegal drugs or alcohol to work and/or being under the influence of illegal drugs or intoxicating liquors while at work;
25. Bringing a firearm or weapon to work;
26. Committing theft of funds or other property from a consumer, a family member or a coworker;
27. Being convicted of a felony.
28. To notify my case manager if I am no longer able to meet DDS’s requirements for Self Direction.

**You must be able to meet the responsibilities listed below. If you are not able to meet these responsibilities independently, you must have additional support identified in the Individual Plan for the areas where support is needed.**

| Self Directed Responsibilities | Need Assistance | Do not need Assistance | Assistance to be provided by: |
| --- | --- | --- | --- |
| To participate in the development and implementation and review of the Individual Plan. |  |  |  |
| To hire, train and supervise staff to meet the outcomes outlined in the individual Plan |  |  |  |
| To verify and approve time sheets, receipts, mileage logs, and invoices on the required forms and send them to the Fiscal Intermediary. |  |  |  |
| To review the Fiscal Intermediary’s expenditure reports provided to me and notify the case manager and Fiscal Intermediary of any questionable expenditure. |  |  |  |
| To complete all forms provided by the Fiscal Intermediary that are required by federal and state laws to become the employer of record. |  |  |  |
| To ensure each candidate who is being considered for employment fills out a standard employment application provided by the Fiscal Intermediary. |  |  |  |
| To offer employment to any new employee **on a conditional basis** until a Criminal History Background Check, Driver’s License Check, and DDS Abuse and Neglect Registry Check have been completed. |  |  |  |
| To follow the department’s procedure for candidates with a criminal history conviction record. Anyone on the DDS Abuse and Neglect Registry **cannot** be employed to provide support to an individual. |  |  |  |
| To enter into an agreement with any individual support worker that I hire. The Individual Family Agreement with Employee provided by the Fiscal Intermediary identifies the type of supports the employee shall provide and the hourly rate of pay. |  |  |  |
| To ensure that each employee I hire has read the required training materials and has completed any specific training required by the Individual Plan prior to working alone with the individual. |  |  |  |
| To ensure that any employee that I hire completes DDS’s College of Direct Supports internet-based training requirements. |  |  |  |
| To ensure that each employee documents both the start time and end time for each date of service worked with the consumer and documents the activities and services provided for each date worked. |  |  |  |
| To ensure that there is financial oversight and accountability of the individual’s personal funds and entitlements by a person other than an employee. |  |  |  |

## Signed: Consumer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

By signing above, I agree to follow the self direction requirements and responsibilities in this agreement.

Signed: Sponsoring Person \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

By signing above, I agree to follow the self direction requirements and responsibilities in this agreement.