

## Background and Purpose

The Developmental Disabilities Administration (DDA) supports individuals with intellectual and developmental disabilities and their families to live lives of their choosing and thrive!

The Self-Directed Services (SDS) Participant's Agreement documents both the participant's request for assistance in self-directing their services, and the team members' agreement to assist and support with the specific work or tasks described in this Agreement.

**\*All text in red indicates added/revised language since the prior release date**

## What do participants and their teams need to know when choosing the Self-Directed Services delivery model?

- If participants choose the *SDS* delivery model they must acknowledge that they understand and can meet the responsibilities as written in the DDA's Notice of a Participant's Rights & Responsibilities, and all laws, regulations, and requirements.
- All members of a participant's team must also commit to understanding and honoring the rights of the participant, and to provide services as written in the Person-Centered Plan (PCP) and approved by DDA.
- It is important that the participant and all members of their team understand and agree to follow the rules, laws, regulations, and requirements of the waiver program and Self-Direction model.
- If the participant does not **follow** the rules or is unable to adhere to the requirements, then the Traditional Model of Service provision may be more fitting. However, there are a lot of resources and tools to help you and your team be successful in Self-Direction.
- If DDA determines that a participant or members of a participant's team have broken the terms of this agreement, DDA has the authority to remove the participant from the SDS model. If this happens, the Coordinator of Community Services (CCS) will help the participant identify traditional waiver services and providers under the traditional service delivery model. The CCS will also provide information about the right to appeal this decision.
- **Participants can access and receive supports and reasonable accommodations they need to understand and meet these responsibilities.**

- Meeting the responsibilities of the SDS model can be challenging. To address these challenges, participants may choose a specific person or a team to help them with:
  - Completing some or all of the work that comes with having a budget and/or employer authority; and
  - Meeting all the requirements of this program, like managing the budget, hiring staff, and completing necessary paperwork on time.
- If a participant chooses a person or people to act on their behalf, they become part of the participant's PCP team.
- Participants can add people to their team to perform these assistance roles.
- Participants can also add people who are not going to assist them with these activities but that they want to have involved in the planning of their lives and the services needed to support them.
- The PCP team can be made up of many different people like friends and other family members, the participant's CCS, Fiscal Management Services staff, Support Broker, Delegating Nurse, vendors, and staff.

### **When does this agreement begin?**

- This agreement begins and lasts (or is in use) for 12 months, or up to one calendar year, from the date of last signature by the participant and all team members named in this document.

### **Can this agreement be changed?**

- Yes. This agreement may be ended or terminated at any time by the participant along with their team. The participant or their team must provide written notice such as a letter or email to the participant's CCS and team member.
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## Requirements of the Agreement

- (1) The participant's CCS must assist the participant and their team to complete this agreement per the participant's preferences and best interests.
- (2) The CCS must assist the participant and their team to update this agreement if any changes are requested by the participant or their team members.
- (3) The CCS must review this document with the participant on a quarterly basis to:
  - a. Make sure that the team members are those that the participant chooses, and
  - b. Confirm that each team member's agreement to assist and support the participant as stated in this document is current.
- (4) The CCS must make sure that the participant's team roles and responsibilities do not conflict with program requirements and rule.

The roles, work, and responsibilities of each team member are different. This means that the work of one team member cannot be completed by another team member. The roles and responsibilities of each member are outlined and described or defined in the [DDA Self Directed Services Handbook](#) and applicable DDA Waiver. Those roles include:

- a. Participant;
  - b. Coordinator of Community Services (CCS);
  - c. Employee, Provider, Vendor, and Contractor;
  - d. Fiscal Management Services (FMS) provider; and
  - e. Support Broker.
- (5) This participant agreement is for: \_\_\_\_\_
- (6) The members of my PCP Team are the following:

	<u>Name</u>	<u>Role</u>
Person #1:	_____	_____
Person #2:	_____	_____
Person #3:	_____	_____
Person #4:	_____	_____
Person #5:	_____	_____
Person #6:	_____	_____
Person #7:	_____	_____
Person #8:	_____	_____
Person #9:	_____	_____
Person #10:	_____	_____

Examples: John Smith – Personal Support Staff, Jane Doe – Coordinator of Community Services, etc.

- (7) The participant and their team members (as applicable) must review this document completely before they sign it.
- (8) The participant and each team member (as applicable) must sign the last page. Their signature means that they agree with this document and its contents.

## Agreement

Please carefully consider each of the following three options on the next page and choose **ONE** that meets your needs:

Note:

- Options 1, 2, and 3 are available to **everyone**.
- A person may have a legal guardian who does not have the authority to make these types of decisions for that person (*i.e.*, a person may have a guardian for certain finances purposes but may still retain their right to make employer and budget decisions for Medicaid services). Current best practice in guardianships is to allow people to make decisions for which they have the capacity to make so all options and choices should be explored.
- The CCS cannot be an individual who assists with any of these tasks.
- The participant is always the final decision maker unless they appoint a designated representative.

### Option – choose one

\_\_\_\_ **Option 1: I, the participant, choose myself as the primary person responsible** for managing my employer authority and budget authority under the SDS delivery model.

\_\_\_\_ **Option 2: I, the participant, choose to appoint, a designated representative. My representative will be responsible for ALL of the items in this agreement.** I and my representative understand that this is an unpaid position, and that the acceptance of this position will prohibit this representative from working for me in a paid capacity under any waiver service category. We further understand that if this designated representative is a relative (*i.e.*, my parent, stepparent or sibling) no other relative (parent, stepparent or sibling) can work as paid staff for me under self-direction, per the rules outlined in DDA's waiver programs. The individual who will be serving as my designated representative under this option is: \_\_\_\_\_ Relationship\_\_\_\_\_

\_\_\_\_ **Option 3: I, the participant, choose to appoint the following individuals,** who are part of my PCP team (including paid and unpaid team members) to **assist me** with specific tasks related to my roles and responsibilities under self-direction. No individual listed below shall in any way be considered as my designated representative, and their assistance with these tasks will in no way restrict their ability to work for me as paid staff or a paid vendor under any waiver service category. Additionally, this option also allows me to hire other relatives as paid staff even if a relative is listed as my support for one or more of the following tasks. Individuals who will assist me under Option 3 with specific tasks are noted below.

## Appointment of Specific Tasks (Option 3 only)

**Important:** It is necessary that the team avoid and protect against any and all conflicts of interest when **assigning** work and specific tasks to team members.

A conflict of interest can happen in situations **when an individual makes or influences a decision and does so for some personal gain that may be unfair, unethical, or even illegal and that could have an adverse effect on the participant they are supposed to support.** There are ways to protect against this, particularly in a team situation where checks and balances can be established to assure all members on a participant's team are accountable to the participant. For example, in a situation where a legal guardian or family member are serving as paid staff to a participant, another team member can be tasked to assure that the services being provided reflect the participant's desires and interests.

Additionally, it is important to note that a team member cannot be assigned a specific task another team member is already paid to do. It is important that there is a clear description of tasks among team members.

For each row below, you may identify a "Team Member" to **assist** with a specific task. You, as the participant, are always the final decision maker. You may seek assistance with some tasks and decide to complete others task yourself. Therefore, a team member is not required for all tasks. If a team member is identified, they will be considered the point of contact for that specific task.

Team Member	Task
Name:	<b>Choose how the budget is spent based on assessed need in PCP ensuring applicable taxes and reasonable and customary rates are included</b>
Name:	<b>In conjunction with FMS, monitor my budget to ensure I do not exceed my DDA approved budget</b>
Name:	<b>Find, screen, and hire qualified employees, subject to verification of qualifications by the FMS provider</b>
Name:	<b>Supervise and train employees</b>
Name:	<b>Schedule employees</b>
Name:	<b>Track the time and date my employee's work</b>
Name:	<b>Authorize overtime for employees while ensuring I am not exceeding my DDA approved budget</b>
Name:	<b>Sign employee timesheets</b> <b>Note: Team member cannot sign their own timesheet</b>
Name:	<b>Address performance issues with my employees</b>
Name:	<b>Discipline or fire employees</b>
Name:	<b>Understand and act upon written information related to my employees</b>
Name:	<b>Keep my workplace free from harassment</b>
Name:	<b>Maintain applicable employee records</b>

**Signatures:**

By signing below, I hereby acknowledge that I have received and read this document and agree with its contents. I hereby certify that the substance of these decisions was made solely by the participant, legally responsible person, legal guardian, or their team. As a member of the participant's team, I agree to provide the supports as outlined in this agreement. I am aware that if I have any questions, I should contact the Coordinator of Community Services or the DDA Regional Office.

_____	_____
Participant Signature	Date
_____	_____
Legally Responsible Person (if applicable)	Date
_____	_____
Legal Guardian (if applicable)	Date
_____	_____
Designated Representative (if applicable)	Date

Additional Team Members as outlined in this agreement:

_____	_____
Team Member #1 Signature	Date
_____	_____
Team Member #2 Signature	Date
_____	_____
Team Member #3 Signature	Date
_____	_____
Team Member #4 Signature	Date
_____	_____
Team Member #5 Signature	Date
_____	_____
Team Member #6 Signature	Date
_____	_____
Team Member #7 Signature	Date
_____	_____
Team Member #8 Signature	Date
_____	_____
Team Member #9 Signature	Date
_____	_____
Team Member #10 Signature	Date