The purpose of this agreement is to define the roles and responsibilities of the above-mentioned parties, in order to assure the provision of the specific services and/or service providers identified below, as desired by the Recipient, documented in the Recipient's Person-Centered Individual Plan of Service (IPOS), and agreed to by all parties through a signed/approved Sanilac CMH Funding Request or Voucher Budget, and by the signatures on this agreement.

Contracted Provider Agency: The individual or their Guardian who decides to use Self Determination will have it explained to them that they will become a business contracting to provide services per agreed contract. They will be the employer of record for staff that will be providing services.

**Sanilac County Community Mental Health Authority (Sanilac CMH) agrees to the following:**

1. To assist in the identification of, services and supports available to the Recipient under the Sanilac CMH’s current funding, legal and certification standards, including but not limited to Sanilac CMH’s contract with the Michigan Department of Community Health (DCH), the Sanilac County Mental Health Alliance Prepaid Health Plan (PHP), the Michigan Medicaid state plan.
2. To assist the Recipient, via services and supports allowable as noted in paragraph #1 above, in achieving their wishes and preferences while assuring the Recipient’s health and safety through assessment and Person-Centered Planning.
3. To provide the necessary funding for the service(s) identified in the table below entitled “Service(s) Covered under this Agreement” as summarized from the Recipient’s IPOS dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and continuing until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (may not exceed 365 days) via the funding mechanism identified below.

| Service(s) Covered under this Agreement |
| --- |
|  | **#1** | **#2** | **#3** |
| Service Covered |  |  |  |
| Service Provider |  |  |  |
| Funding Mechanism |  |  |  |
| Fiscal Intermediary |  |  |  |

1. To provide care management and professional monitoring and documentation regarding the Recipient’s continued need for, and desire for the service(s) identified above, as well as the effectiveness of these services.
2. To provide monitoring of the expenditures/accounting of the funds provided by Sanilac CMH related to the services identified above, and of the services of any fiscal intermediary, so to assure that all required standards and accounting requirements are met.
3. To provide monitoring of the Provider(s) of the service(s) identified to assure that they are qualified to deliver these services according to any applicable legal, licensing, or funding standards as identified by Sanilac CMH.
4. To maintain and submit any required documentation to DHHS, Region 10, Recipient Rights, and/or any other agencies or certifying bodies involved in funding or monitoring Sanilac CMH relative to the service(s) identified above.

**The Recipient and the Legal Representative (if any) agrees to the following:**

1. To participate with staff and representatives of Sanilac CMH in the development, review and implementation of the Recipient’s Person-Centered Individual Plan of Service (IPOS). The IPOS will specify the types of services, the Provider(s) of services, and the amount, scope, and duration of services that the Recipient will receive.
2. To receive the service(s), supports and/or funding as identified in the table above entitled “Service (s) Covered under this Agreement” as summarized from the current Recipient’s IPOS. Services other than those agreed upon in the Recipient’s IPOS will not be funded and/or provided by Sanilac CMH. Should new services or Providers be desired by the Recipient, modifications must be made through the IPOS process, and a new or revised Self Determination agreement must be completed.
3. To provide the Fiscal Intermediary (if any) with necessary documentation supporting expenditures of funds provided through Sanilac CMH. Supporting documentation may include, but is not limited to, staffing time sheets (signed), data sheets, mileage logs, valid receipts, staff training documentation.
4. To participate with Sanilac CMH staff in evaluating the effectiveness of purchased services.
5. To assure, with the assistance of Sanilac CMH and the Fiscal Intermediary (if any), that Provider(s) of the service(s) funded by Sanilac CMH under this agreement, and their staff, are qualified to deliver these services according to any applicable legal, licensing, or funding standards as identified by Sanilac CMH. Which include the following trainings: Complete- Recipient Rights, CPR, First Aid, HIPPA, Limited English Proficiency.
6. To conduct appropriate background and driving checks on any potential hourly staff (if any) through the assistance of the Fiscal Intermediary.
7. To hire, supervise, and pay hourly staff (if any) according to the employment agreement developed by the Fiscal Intermediary, with the understanding that Sanilac CMH and/or the Fiscal Intermediaryshall in no way be considered the employer for these staff.
8. To allow Sanilac CMH and/or their funding or accrediting bodies, or their designees, to review the records of any Fiscal Intermediaries to assure that labor and tax law requirements are being met.

**By signing below, I agree and consent to the terms and conditions outlined above in this agreement**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

Recipient Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

Legal Representative Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

Sanilac CMH Care Manager Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

Sanilac CMH Supervisor Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

Sanilac CMH Chief Operating Officer Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

Sanilac CMH Chief Financial Officer Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

Sanilac CMH Chief Executive Officer Date