



**PARTICIPANT-DIRECTION OPTION**  
**TERMS and CONDITIONS of PARTICIPATION**  
**NEW OPTIONS WAIVER (NOW) PROGRAM**  
**COMPREHENSIVE SUPPORTS (COMP) WAIVER PROGRAM**

**Waiver Participant:** \_\_\_\_\_

**Representative (if applicable):** \_\_\_\_\_

**Medicaid Number:** \_\_\_\_\_

**PURPOSE:**

Participant-Direction (self-direction) is a service-delivery option available to recipients of the New Options Waiver (NOW) and the Comprehensive Supports (COMP) Waiver Programs. As specified in the NOW and COMP Waiver Applications, as well as the NOW and COMP Policies and Procedures Manuals, the Participant/Representative must fully understand the terms and conditions of participation, must follow all requirements related to the direction of waiver services, and must sign documentation of their understanding of their role and responsibilities.

The Participant/Representative must follow specific requirements in order to ensure compliance with waiver policy, the Individual Service Plan (ISP), and the terms and conditions outlined below.

**TERMS AND CONDITIONS:**

- A. The Participant/Representative is responsible for hiring, training, supervising, and terminating their employees (support workers); ensuring employees meet the minimum qualifications as specified in the NOW and COMP Waiver Policies (Part III); and authorizing payments for their Employee(s)/Support Worker(s) through the Financial Support Services (FSS) Provider.
- B. The Waiver Participant/Representative is responsible for identifying and selecting Vendors and Independent Contractors to provide services and supports; ensuring that the Vendors and Independent Contractors meet the minimum qualifications as specified in the NOW and COMP Waiver Policies (Part III); and authorizing payments for their Vendors and Independent Contractors through the Financial Support Services (FSS) Provider.
- C. All services must be rendered as stated and specified in the Individual Service Plan (ISP).
- D. The cost of all allowable waiver services and supports must be funded within the individual's annual budget allocation and must include all costs for employee wages, taxes, worker's compensation insurance fees, and the Financial Support Services (FSS) Provider agency fee.
- E. The Participant/Representative will have the freedom to choose his or her Financial Support Services (FSS) Agency.



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- F. The Participant/Representative will be responsible for staffing and scheduling Employees (Support Workers); and must have a documented back-up plan to be implemented should the primary Employee/Support Worker not be available.
- G. The Participant/Representative understands and agrees that the Support Coordinator will make in-home visits as specified in the Individual Service Plan (ISP).
- H. The Participant/Representative understands and agrees that if he/she is admitted to a hospital or other care facility, or is absent from the home, he/she cannot continue to receive services from Employees/Support Workers during the hospital/care facility stay or other absence. Support Workers who provide Community Living Support, only, may receive a Personal Assistance Retainer from the Participant or Representative during the period a Waiver Participant is hospitalized or absent from the home, as specified in the NOW and COMP Waivers Policies and Procedures.
- I. The Participant/Representative understands and agrees that if he/she is of school age he/she may not receive any NOW/COMP services during scheduled school hours in their area even if they choose to provide homeschool program during alternate hours.
- J. The Participant/Representative is responsible for any cost associated with backgrounds checks when the number of background checks conducted by the FSS exceeds five (5) per Individual Service Plan (ISP) year.

**TERMINATION FROM PARTICIPANT-DIRECTION:**

Termination from the Participant-Direction Option may occur on a Voluntary or Involuntary basis. Termination from Participant-Direction does not include terminating the participant from the NOW or COMP Waiver and there is no reduction or termination of waiver services.

**Voluntary Termination** of participant direction occurs when the Participant/Representative freely chooses to discontinue self-directing his/her waiver services and supports and elects/chooses to (re)enroll in (Traditional) provided-managed services as specified in the NOW and COMP Waivers.

**Involuntary Termination** of participant direction occurs due to the failure of the Participant/Representative to meet the requirements and responsibilities of participant direction or because of identified health and safety issues for the participant.

Failure to meet the requirements and responsibilities of Participant-Direction; and health and safety issues including:

- A. The Participant is determined to be no longer appropriate or eligible for NOW or COMP waiver participation and/or services; and or
- B. The Participant has not received Participant-Direction services for sixty (60) consecutive days; and or



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- C. The inability of the Participant/Representative to complete accurately and timely all FSS required documentation, to manage the budget, and/or to meet the employer responsibilities; and or
- D. The Participant/Representative behaves in a manner that is disruptive, illegal, threatening; and/or dangerous to himself/herself or others; and or
- E. The Preventable decline in Participant's health outcomes; maltreatment of the Participant and/or the occurrence of high-risk situations; and or
- F. The Participant enters a long-term facility; and or
- G. The cost to serve the Participant exceeds the allocated budgeted amount; and or
- H. The Participant/Representative knowingly and freely commits fraudulent activities and/or misuses waiver funds; and/or
- I. The Participant/Representative knowingly and freely employs and pays family members and/or relatives who are prohibited from employment or have not been approved for employment as specified in NOW and COMP Waiver Policies and Procedures.

The Support Coordinator and/or the Health and Safety Quality Manager notify the Department of Behavioral Health and Developmental Disabilities (DBHDD) of the Participant's/Representative's failure to follow the following policies and procedures:

- 1. Document progress on ISP goals; and/or
- 2. Maintain maximum control over daily schedule(s) and decisions related to Employees/Support Workers; and/or
- 3. Assume responsibility for cost effective use of waiver services
- 4. Minimum use of the State Back-up Plan for no more than one (1) occasion for two consecutive months.

The Department of Behavioral Health and Developmental Disabilities (DBHDD) will make the final determination on Involuntary Terminations and the return of the Waiver Participant to traditional waiver services. The Participant/Representative has no rights to appeal the decision to terminate from Participant-Direction services.

**RE-APPLICATION FOR THE PARTICIPANT-DIRECTION OPTION:**

Once termination from Participant-Direction is finalized, the Participant/Representative is eligible to re-apply for the Participant-Direction Option after one (1) year (12 months) from the date of termination unless he/she has been terminated for fraudulent offense which would be indefinite termination.

**PARTICIPANT-DIRECTION OPTION RESPONSIBILITIES:**

The **WAIVER PARTICIPANT/REPRESENTATIVE** fully understands and agrees to adhere to his/her role and responsibilities, including but not limited to the following:

- A. Chooses a FSS provider and notifies the Support Coordinator of choice.



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- B. Understands and follows program requirements based on what is written in all NOW/COMP Manuals.
- C. Recruits, selects, evaluates, trains and supervises employee(s), and arranges for substitute or back-up employees as needed.
- D. Ensures that employee meets eligibility requirements for CPR, First Aid and basic skills necessary to provide the Waiver Participant's care.
- E. Notifies selected employee(s) of their responsibilities, trains employee(s) to perform specific tasks as needed, and develops and maintains a list of tasks for the employee(s) to perform based on the ISP, and develops a work schedule based on the approved ISP.
- F. Authorizes employee(s) timesheets, vendor/individual contractor reimbursement requests, and assures that all necessary forms are completed and submitted to the FSS Provider.
- G. Maintains updated copies of approved waiver ISP.
- H. Supervises employee(s) and completes an evaluation at least every thirty (30) days to assure that tasks are performed correctly and completely.
- I. Tracks expenditures, so as not to exceed the approved individual budget per plan year.
- J. Communicates with the designated Support Coordinator on a regular basis.

The Participant/Representative fully understands and acknowledges the roles and responsibilities of the **Support Coordinator/Planning List Administrator** and the **Financial Support Services (FSS) Provider**, including but not limited to the following:

**SUPPORT COORDINATOR:**

1. Informing the participant or representative of the benefits, risks and responsibilities of Participant-Direction.
2. Assessing the participant or representative who request Participant- Direction to determine the ability to assume the responsibilities of Participant-Direction, consisting of, where applicable, being the employer of support workers.
3. Informing the participant that a representative may assist him or her with participant direction.
4. Informing the participant or representative about freedom of choice of providers, individual rights, and the grievance process.
5. Support the participant or representative with the development of the individual emergency back-up plan by discussing at the ISP meeting and writing plan in the ISP.
6. Support the participant or representative with the development of risk management agreements.



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7. Providing the participant or representative with the process for changing the Individual Service Plan and the individual budget, as well as and the reassessment and review schedules.
8. Informing the participant or representative of how to access state policies and procedures for Participant-Direction.
9. Assisting the participant or representative with recognizing and reporting critical events and with identifying and managing known and/or potential risk.
10. Monitoring services provided through the participant-directed service delivery model, in conjunction with the employer supervision provided by the participant or representative (if applicable), in order to ensure quality of care and to protect the health and safety of the participant.

**FINANCIAL SUPPORT SERVICES (FSS) PROVIDER:**

1. Process payroll, withholding, filing and payment of applicable federal, state and local employment-related taxes and insurance for participants or representatives who elect to be the employer of record of support workers.
2. Provides technical assistance to participants and/or their representatives on submission of all required employer-related documents.
3. Track and report on income, disbursements and balances of participant funds. Provides technical assistance to participants and their representative on process of reviewing the reports of expenditures and budget status.
4. Process and pay invoices for goods and services approved in the service plan
5. Provide the participant or representative with twice a month reports of expenditures and the status of the participant-directed budget for Participant/Representative who elects to exercise the Budget Authority.

**EFFECTIVE DATES AND RENEWAL:**

The term of this agreement is one (1) year from the date of signature and must be renewed annually and in conjunction with the Individual Service Plan (ISP). The Participant may be assessed intermittently, but at least annually to determine if services can be managed by the Participant/Representative under the policies and fiscal limitations of the NOW or COMP Waivers.



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**SIGNATURE PAGE:**

As a Waiver Participant in the NOW or COMP Participant-Direction Option:

- I understand that I and/or my Representative assume all responsibilities including those of Employer as outlined herein, and
- I understand that the Terms and Conditions outlined in this document are as specified and included in the NOW and COMP Waiver Policies and Procedures Manuals, Parts II and III; and that I and/or my Representative must adhere to these policies and procedures, and the Terms and Conditions of Participation, and
- I understand that my Support Coordinator is my primary contact for assistance, questions, and/or concerns I may have about the Participant-Direction Option.

\_\_\_\_\_  
**Print Name of Waiver Participant**

\_\_\_\_\_  
**Signature** of Waiver Participant

\_\_\_\_\_  
**Print Name of Representative (if applicable)**

\_\_\_\_\_  
**Signature** of Representative (if applicable)

\_\_\_\_\_  
**Date**

**Current Residence/Mailing Address:**

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

**E-Mail Address:** \_\_\_\_\_