

**Participant Name:** \_\_\_\_\_

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

I hereby consent to participation in the Department of Health Care Finance's (DHCF) *Services My Way* program. I agree to the following terms and conditions of the *Services My Way* program, and accept the responsibilities involved in my participation in the program, as detailed below. My signature on this form indicates my understanding that:

### **PARTICIPATION**

1. The *Services My Way* program offers me choice, control and the opportunity to manage my participant-directed services (PDS) (i.e., participant-directed community supports and individual-directed goods and services).
2. My participation in the *Services My Way* program is completely voluntary.
3. If I decide to stop participating in the *Services My Way* program, I will be able to transition to using traditional agency-based personal care aide services and I will not be penalized or lose any benefits to which I am otherwise entitled.
4. If I do decide to stop participating in the *Services My Way* program, I am responsible for informing my Support Broker and the DHCF by completing, signing and submitting a *Participant Voluntary Termination Form*.
5. Participant-directed community supports (PDCS) cannot be provided in a hospital, nursing facility, intermediate care facility for individuals with intellectual disabilities (ICF/ID) or institution for mental disease (IMD), or any other living arrangement which includes Personal Care Assistance (PCA) services as a reimbursed service.
6. My participation in the *Services My Way* program is in place of receiving personal care aide services from a Home Health Agency and that my agency-based Medicaid-funded personal care aide services will end when I enroll in the Program.
7. Once I start receiving services through the *Services My Way* program, if I continue to receive personal care aide services from a Home Health Agency, I will be responsible for paying for these services.
8. The *Services My Way* Program is a participant-directed program and that I must be able to self-direct my care or I must designate an authorized representative to act on my behalf.
9. I can ask my Support Broker or other *Services My Way* program staff any questions I have about the *Services My Way* program and my rights as a program participant.



## **MEDICAID ELIGIBILITY**

10. The *Services My Way* program is a Medicaid-funded program and if I am no longer eligible for Medicaid, then I am no longer eligible to participate in the *Services My Way* program.
11. My participant-directed worker (PDW) cannot continue to work for me through the *Services My Way* program if I am no longer eligible for Medicaid.
12. Medicaid does not notify the *Services My Way* program or the Vendor F/EA FMS-Support Broker entity, if I should become ineligible for Medicaid. Therefore, I am responsible for informing the Vendor F/EA FMS-Support Broker entity and making sure that my PDWs do not continue to work if I am no longer eligible for Medicaid.

## **PARTICIPANT RESPONSIBILITIES**

13. My PDW cannot continue to work for me if I fail to complete, sign and submit a *PDW Competency Certification Statement* to the Vendor Fiscal Employment Agent (F/EA) Financial Management Service (FMS)-Support Broker entity within twenty-one (21) days of hiring the PDW.
14. I will receive a monthly allocation and will develop a PDS budget with my Support Broker to hire PDWs to provide PDCS and purchase individual-directed goods and services related to my personal care needs and as described in my EPD waiver Person-centered Plan (PCP).
15. I will recruit and hire qualified PDWs to provide my PDCS and purchase individual-directed goods and services that best meet my needs, subject to approval by DHCF, and that are included in my approved ISP and PDS budget.
16. I will choose who provides my PDCS and I or my Authorized Representative will be the common law employer of the PDWs I hire.
17. I am responsible for managing my monthly PDS budget, not my Support Broker.
18. I am responsible for ensuring that the PDS I receive (PDCS and individual-directed goods and services) are those listed in my approved ISP and PDS budget.
19. All PDWs' timesheets and vendors' invoices for individual-directed goods and services must match what has been approved in my ISP and PDS budget and any updates.
20. If I need assistance with my monthly PDS budget or any report I receive regarding my PDS budget, my Support Broker will provide me with guidance.



21. I will receive a monthly PDS budget spending report from the Vendor F/EA FMS-Support Broker entity that will report my PDS budget amount in total and for spending that has occurred in the reporting month and year-to-date and balance remaining. I will use this report to manage my PDS budget.
22. I must not overspend my annual PDS budget.
23. If I overspend my annual PDS budget related to PDCS provided by my PDWs, I must reimburse the Vendor F/EA FMS-Support Broker entity for the amount of the overage paid to my PDW(s).
24. If I overspend my annual PDS budget related to individual-directed goods and services, or purchase a good or service not approved in my PDS budget, I am responsible for paying the cost of the non-allowable purchases and/or the cost over the approved amounts.

#### **F/EA FMS RESPONSIBILITIES**

25. The Vendor F/EA FMS-Support Broker entity will process and disburse payroll checks to my PDWs on my behalf.
26. I am legally required to pay employer-related taxes for the PDWs I hire. My monthly PDS budget will be used, in part, to pay for employer-related taxes. I will use the Vendor F/EA FMS-Support Broker entity to assist me in paying these employer-related taxes.
27. I will be able to get help from my Support Broker to make sure my monthly PDS budget is being used correctly and I, or my Authorized Representative, is performing as an effective common law employer.

#### **ELIGIBILITY for OTHER ASSISTANCE PROGRAMS**

28. Both my Supplemental Security Income (SSI) & Supplemental Nutrition Assistance Program (SNAP) benefits will not be impacted by my participation in the *Services My Way* program.
29. My monthly PDS budget will not be counted as income or as a resource for SSI or SNAP eligibility during my participation in the *Services My Way* program.
30. I may voluntarily stop participating in the *Services My Way* program at any time. This decision will not affect my SSI & SNAP benefits. However, if I have unspent monthly PDS budget funds, they will be returned to the District.
31. My participation in the *Services My Way* program will not affect my housing eligibility if I live in a subsidized housing complex or receive rental assistance.



32. Participation in the *Services My Way* program will not affect my eligibility for services from other District of Columbia health and human services agencies.
33. My monthly PDS budget funds may be counted as income or assets for post-secondary education loan program eligibility during my participation in the *Services My Way* program. These loan programs include: the Federal Perkins Loan Program, Federal Work-Study Program, Federal Supplemental Education Opportunity Grant Program, the Federal Family Education Loan (FFEL) Program, and the Federal Pell Grant Program. I understand that it is my responsibility to consult with my loan officer to see if my eligibility for post-secondary education loans will be affected by my participation in the *Services My Way* program.

### **PROGRAM TERMINATION**

34. If I misuse my monthly PDS budget, I will be referred to the DHCF *Participant Remediation, Training and Termination Protocol* and I may be involuntarily transferred back to the traditional agency-based personal care aide services. My case may be referred to the DC Office of the Inspector General Medicaid Fraud Control Unit for investigation. Medicaid fraud is a felony and can lead to substantial penalties and/or imprisonment.
35. If I am not in compliance with Federal, DC, *Services My Way* and Medicaid §1915(c) EPD Waiver rules and requirements, I will be referred to the DHCF *Participant Remediation, Training and Termination Protocol* and may be involuntarily transferred back to the traditional agency-based personal care aide services.
36. If I decide the *Services My Way* program is not right for me, I may return to receiving traditional agency-based personal care aide services without penalty or loss of benefits to which I am otherwise entitled.

I agree to abide by the guidelines, directives and procedures issued by the *Services My Way* program and to provide such information and reports as are requested by the Vendor F/EA FMS-Support Broker entity, my Support Broker and/or the Department of Health Care Finance.

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

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

\_\_\_\_\_  
*Signature of Authorized Representative/Legal Guardian/  
Power of Attorney (if applicable)*

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

