

## **SECTION III: WORKING WITH THE CUSTOMER AND BROKERAGE**

### This section covers:

- ✓ The role of the Brokerage and the Personal Agent
- ✓ Finding new customers
- ✓ Planning for individuals now in organization who will go to the brokerage
- ✓ Contract length and content
- ✓ Contract Initiation
- ✓ Contract monitoring
- ✓ Bill processing

Each self-directed support service brokerage must provide or arrange for a defined set of services related to (1) community resource identification, (2) individual planning and budgeting, (3) customer education and provider selection, (4) contracting and quality assurance, and (5) fiscal accountability. This section discusses each of these roles and makes suggestions related to building an effective provider brokerage partnership that will benefit individuals with disabilities.

From an organization's perspective, there are two groups of self-directed support service customers:

- ✓ New Customers-individuals off the wait list previously unknown or unserved by the organization; and
- ✓ Transitioning Customers – Individuals presently in an Employment/ATE (DD 54) and /or SILP (DD 47) slots will move to Self-Directed Support Service between July 1, 2003 and June 30, 2005. These individuals will have the opportunity at a designated time to choose to stay with current providers, choose other providers of employment or inclusion supports, or use funds in another manner.

This section of the manual provides recommendations related to all customers or to a particular type of customer. For persons with DD 54 slots already in a brokerage, policy guidance is available in Information Bulletin 02-06 SSFA 02, June 17, 2002 (See Appendix 4). General recommendations for transitioning customers are provided in this manual. More specific policy and an implementation schedule for all other transitioning customers are expected to be available in January 2003.

## Community Resource Identification

*The Brokerage will assist with the development and expansion of community resources required to meet the support needs of individuals they serve. (OAR 309-041-1860(1) (c))*

The local brokerage(s) is the focal point for working with an organization in support service planning and marketing. Brokerages need to know about your provider organization as a community resource. Brokerages can also share information about unmet customer needs, which may influence the support services that an organization chooses to sell.

Once an organization has completed the rate setting process, a meeting with the local brokerage staff is recommended. A common understanding of developed service descriptions, rates, and targeted customer base should assist all parties in subsequent service agreement negotiation with customers. Within this setting, brokerage staff can initially review established rates to assure that they are within the approved state ranges and ask questions that increase their understanding of the basis for the rate(s) and the unique qualities of this organization.

Following the rate review and discussion, a provider organization may wish to develop materials about the services for sale. Sharing copies of material with brokerage staff can be an effective way to assure information reaches future customers.

## Individual Planning and Budgeting

*The Brokerage will assist individuals to determine needs, plan supports in response to needs and develop individualized budgets based on available resources. The Brokerage will assist individuals to find or arrange for resources to provide planned supports. (OAR 309-041-1860(1) (a) and (b))*

*The Support Services for Adults administrative rule will guide the ISP process for all customers from the first day they are at the brokerage. When a transitioning customer moves to the brokerage, it will be the job of the PA to fit present slot services into a broader person centered prioritized whole life plan and to do this within resources and benefits available. This will be done in partnership with others and within a designated time period. (Information Bulletin 02-06 SSFA 6/17/02)*

All adults with developmental disabilities receiving services have an Individual Support Plan or ISP. The ISP content, process, and roles are different in Self-Directed Support Services than under existing employment or residential service administrative rules. Every organization is encouraged to carefully review OAR 309-041-1860 (2) through (4), pages 34 and 35, which define the person centered planning process, written plan content, and health and safety issues to be addressed in a self-directed support service ISP.

Within Comprehensive Services, the provider organization is a designated team member and may, in some cases, assume leadership in the ISP development. The team focuses primarily upon effective use of designated contracted funds to achieve the individual's goals within a specified service area.

Within Self-Directed Support Services, ISP team membership is truly determined by the customer and planning occurs prior to provider selection. This means that a provider organization will most often not be a participant in the full ISP development. An organization will instead be asked, at least initially, to support and report progress on one or more established goals.

Also within Support Services, the ISP process includes a broad resource analysis. Resource analysis is the identification of all resources that a person is eligible for, and may be accessed to help in achieving defined and prioritized goal (s). This complete review of resources is the initial step in the development of an individual budget to support plan implementation. The individual budget will match specific goals to available resources. The customer and PA will approach potential providers to identify the level, type and amount of service that can be provided using all available resources.

This is a significant level of both change and opportunity for provider organizations. Given an organization's daily relationship with this customer pool, there is much that can be done now to help assure the success of the

future transition for each individual. Table 9 summarizes simple action steps in preparation for self-directed supports.

### **Customer Education and Provider Selection**

*The Brokerage will provide information, education, and technical assistance for individuals to use to make informed decisions about needs and to direct support providers. (OAR 309-041-1860(1) (d))*

Each brokerage is involved in group and individual customer education designed to help each person and their family become informed buyers of essential supports. Potential customers will be involved in interviewing local individuals and organizations prior to negotiating and developing an agreement. Support services customers will select a provider based upon a number of criteria they have identified as important. These criteria may include, but will not be limited to, provider experience, customer comfort, customer control, and cost. Providers should be prepared to clearly explain all organization components in response to customer inquiries. Appendix 4 includes a set of Employment Provider Interview Questions presently being used in customer education at each brokerage. Potential buyers of other services may ask similar questions.

**Table 9: Provider Action Steps with Transitioning Customers**

Action Step	Question and Recommendation
<p><b>Identification of Transitioning Customers</b> (Groups and numbers)</p>	<p>Have we identified the individuals are who, as a result of their living situation, will go to the brokerage? If necessary, contact county or state for listing.</p> <p>Thinking about each of these individuals, can you identify them based upon decisions that they and the agency will make in the future?</p> <ul style="list-style-type: none"> <li>✓ Primary service (employment- inclusion)</li> <li>✓ Level of support needed for success</li> <li>✓ Level of satisfaction with present service</li> </ul>
<p><b>Customer Preference Checking</b></p>	<p>Individuals who are satisfied and productive with the help of their present provider are expected to want to continue services as part of their whole life ISP.</p> <p>How satisfied is each transitioning customer? What do you know about a person’s whole life interests and priorities? Are there some simple questions that could be asked now that would help know?</p> <p>What has the organization learned and how will it be used to shape support for customers in the future?</p>
<p><b>Customer Resource Checking</b></p>	<p>As an organization involved in employment or community inclusion, what does the provider know or need to learn about the resources listed on Table 7 page 23.</p> <p>For customers who want more or different employment opportunities can we assess potential untapped resources for each of them?</p> <ul style="list-style-type: none"> <li>✓ Who in this group is on SSDI and could work enough to make \$800 a month? (Good candidates for PASS)</li> <li>✓ Do we know and understand how to access VR? Do we have a working relationship with the local office?</li> </ul> <p>Are any individuals visually impaired and eligible for the Commission for Blind?</p>

Action Step	Question and Recommendation
<b>Revise ISPs</b>	<p>For some upcoming ISPs could we try:</p> <ul style="list-style-type: none"> <li>✓ Changing services to better match life goals and services that are the highest priority for the person;</li> <li>✓ Matching hours of staff support to what a person may be able to budget or afford in the future; and,</li> <li>✓ Building and using a wider array of natural and other resources to augment the defined staff support.</li> </ul>

### **Contracting and Quality Assurance**

*The Brokerage will assist individuals to effectively put plans into practice including help to monitor and improve the quality of supports as well as reassess and revise plan goals. (OAR 309-041-1860(1) (g))*

Once provider selection has occurred, the brokerage will act with the individual customer to initiate a contract for services. The Brokerage can provide the contract format. Contract content and format is legally a decision made by any organization's board. There is no state format. This section of the manual reviews 1) the standard components of every contract and 2) the portions of the contract that will be negotiated.

Two examples of contract formats are also provided. These represent examples actually in use at this time. It should be noted that neither agreement format contains all items recommended in this manual.

Example A            Self Determination Resources Inc. Contract With Agencies  
Includes standard and negotiated contract items (Pages 55 - 57)

Example B:            Provider-Brokerage Individual Agreement and Rate Assessment  
Forms developed by Full Access Brokerage (FAB) and the Opportunity Foundation (OFCO) includes only negotiated Contract items (pages 58 and 59).

## 1. Standard Contract Language

There are standard components or contract conditions that do not change based on the customer, but are the same for all customers. These are the portions of the contract that keep all parties within the law. The standard conditions evident in the SDRI Example A include:

- ✓ Notice of Injury, Illness or Accident. This condition is to support the brokerage requirement for review and response to Incident Reports similar to the County response within comprehensive services. Provider organizations will send copies of Incident Reports to the brokerage.
- ✓ Protective Service Responsibilities. The contract should clearly identify the responsibilities for immediate action and communication in situations classified as protective service. Provider organization staff will continue to be mandatory abuse reporters.
- ✓ Appointment Cancellation. This condition restates the Medicaid expectation that payment is for services delivered and the organization cannot charge and will not be paid for no shows.
- ✓ Confirmation of Provider Qualifications. This condition assures compliance with basic requirements reviewed in Section I, pages 7-9 of the manual.
- ✓ Contract Termination. Support Services are built on a positive and effective relationship and communication between the buyer and the seller. No standards for termination exist statewide at this time. Fair and equitable termination timelines and rationale should be identified in any contract, discussed, and agreed to by all parties in the negotiation process. This must be done with the full recognition that a provider organization will not be paid when supports are not provided.
- ✓ Other Contract Language. Additional contract conditions (see pages 57 and 58) clarify the extent of the agreement, process for modification, contract enforcement, non-assign ability etc.

## 2. Contract Negotiation

A basic support service description and the standard rate for service has already been established by the provider organization and reviewed by the brokerages as discussed earlier. The individual customer, PA, and organization staff person will spell out how the provider and customer will work together. Regardless of the agreement format, it is essential to detail the following:

- ✓ Customer Confirmation of Provider Choice and Qualifications  
(See Example A, page 56)
- ✓ Services. The specific supports to be provided and the manner in which they will be provided. This may include any changes to the basic support service description agreed upon in order to meet individual choice and control. This may also include identified benchmarks or target dates for outcomes related to the service.
- ✓ Health and Safety Procedures and Protocols. This should be specifically identified in those agreements, when appropriate, based upon customer need and the hour and type of service or support provided. The protocols should include notification and communication expectations.
- ✓ Schedule and Location for Services. How often the services will be delivered and where they will be delivered must be identified.
- ✓ Process and Frequency for Updates. Effective communication between the provider, the customer, and brokerage PA is essential. A regular schedule for phone or face-to-face contract, the identification of any expected written reports, and or identification of other means of measuring customer satisfaction (weekly, bi-weekly or monthly) is highly recommended.
- ✓ The Period of the Agreement. All agreements will have beginning and ending dates. Initial agreements with new customers may be for a shorter period, allowing time to get to know one another and assess the needs of the individual and the effectiveness of the working relationship. Agreements with transitioning or known customers may be for longer periods, as they are based on experience and informed decision-making.
- ✓ Amount of the Agreement. The agreement must identify the number of units of service to be paid for by the customer, the rate to be paid for each unit, the total units expected for the contract period, and the



pattern of planned utilization. This matches required information in the ISP. Any exception to the agency support service rate should be documented and justified in this agreement.

- ✓ Conditions for Payment. Individual customers and families may choose whether or not they wish to sign all invoices prior to payment or whether they empower the PA to act on their behalf. The process for payment is summarized below.
- ✓ Customer Responsibilities. While a listing of customer responsibilities is not evident in either contract example, it is recommended in support of improved communication, increased education of all parties, and greater customer control.

### **Contract Monitoring and Quality Assurance**

*The Personal Agent shall conduct and document reviews of plans and resources with the individual and the individual's legal representative as follows:*

- 1. At least quarterly, review and reconcile receipts and the records of purchased supports as authorized by the ISP;**
- 2. At least annually and as major activities are completed:**  
*Evaluate progress toward achieving the purposes of the plan, assessing and revising goals, as needed;*
  - (a) Record fund costs;*
  - (b) Note the effectiveness of purchases based on PA observation and customer satisfaction;*
  - (c) Determine whether changing needs and the availability of other resources has altered the need for continued use of Support Service funds to purchase supports.*

(OAR 309-041-1860 (7 a-b))

Based upon the above expectations, each PA will be actively and regularly involved with customers and contracted organizations to monitor and improve the services and supports. Providers should be prepared to establish regular communication with both the customer and the PA and to deal proactively with inevitable problems that will arise

### **Fiscal Accounting**

*The Brokerage will conduct or arrange for fiscal intermediary activities in the receipt and accounting of Support Service funds on behalf of an individual in addition to making payment with the authorization of the individual. (OAR 309-041-1860(1) (e))*

The written agreement provides the basis for both quality assurance and fiscal accountability. The buyer (customer), the seller (provider), and the fiscal intermediary (PA) should all be able to see and understand the relationship between the ISP goal, the written agreement or plan, and a monthly bill or invoice.

- ✓ A provider organization must present an itemized bill. Two examples of billing forms are included on pages 61 and 62. The form should identify services actually provided for the customer. It should also document the dates of service, the type and units of service delivered, the location of service, and the person(s) furnishing support.

Bills will generally be sent to the brokerage PA for review and processing although they may be sent directly to the customer, if requested. It is the responsibility of the PA to assure that services were delivered. This may be accomplished through communication with the customer or the provider may consider having an informed customer review and approve all prepared bills. In reviewing an invoice, a buyer, seller, or agent may wish to:

- ✓ Make sure that the things billed for are part of the agreement and plan;
- ✓ Check the activates against established goals and target dates;
- ✓ Make sure that customer is satisfied with service and timeliness (did provider show up when agreed upon? Were meetings attended? etc.)
- ✓ Make sure that the customer is also an active participant in the plan (has he or she followed through on agreed upon responsibilities?)

Processing of bills generally occurs within 30 days.

# Self-Determination Resources, Inc.

EXAMPLE A

**Contract for Services for:**

The goal(s) or desired outcome(s) for the services received under this contract are:

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I, \_\_\_\_\_ am contracting with:

**Name of Agency:**

**Address:**

**City, State, Zip:**

**Phone:**

**Tax ID #:**

**License Number:**

**Date Issued:**

**Expiration Date:**

Description of Services:

\_\_\_\_\_ agrees to provide the following services:

*Agency*

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**Payment Schedule:**

On behalf of \_\_\_\_\_, SDRI is willing to pay the following rate for this service: <\$XX.00> per hour; up to a maximum of \_\_\_\_\_ hours for a

total of \$ \_\_\_\_\_ for the length of this contract. Anything over \$ \_\_\_\_\_ will not be paid by SDRI unless prior authorization is obtained from Customer, Personal Agent and/or family.

Initials I will get the bills for these services. I will sign the bill and send it to SDRI for payment. Payment will be made directly to contractor by SDRI. I understand SDRI will not pay more than the total I have agreed to above.

Or

Initials I approve of \_\_\_\_\_ sending bills directly to SDRI for services. SDRI will make payment directly to them on my behalf. I understand SDRI will not pay more than the total I have agreed to above. **I understand that SDRI will verify with the customer that hours and service being billed are accurate.**

***Notice of injury, illness or accident: (Agency)***

The agency/staff person providing the above listed service will notify \_\_\_\_\_ if there is a major injury, illness, accident or if unusual circumstances occur when the agency is providing care, training, or supervision to \_\_\_\_\_. Incident Reports will be sent to the PA at SDRI.

**Health and Safety Procedures and Protocols:**

**List any specific individual health, safety and emergency procedures that may be required, including action to be taken if an individual is unable to provide for his or her own safety and is missing while in the community under the care of \_\_\_\_\_ .List and Protocols that have been made available to the agency:**

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**Location and Time of Service Delivery:**

**The services described in this contract shall be performed at such locations and at such times as determined by the Agency ("Contractor") in conjunction with the request and needs of Customer.**

**Typical days/hours of service:**

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***Billing: (Agency)***

SDRI payment is considered full payment and under no circumstance shall the agency demand or receive additional payment for these services from the individual, family, or any other source unless the payment is a financial responsibility (spend-down) of an individual under the Medically Needy program. As a provider, our agency shall bill all Third Party resources before using Support Service funds unless agreed upon in the written support plan.

Appointment Cancellations: (Customer)

\_\_\_Initials\_\_\_ I understand that in order to cancel an appointment with the Agency, I must give \_\_\_\_\_ notice. If I cancel without \_\_\_\_\_ notice or am a no show for the appointment, I understand that SDRI cannot make payment for my no-shows or cancellations under the minimum notice.

***Confirmation of Provider Qualifications: (Customer)***

\_\_\_Initials\_\_\_ I believe that \_\_\_\_\_ has shown me that their agency has the:

- ✓ Ability and sufficient education to follow oral and written instructions and keep any records required;
- ✓ Responsibility, maturity, and reputable character exercising sound judgment;
- ✓ Ability to communicate with the individual;
- ✓ Training of a nature and type sufficient to ensure that the provider has knowledge of emergency procedures specific to the individual being cared for.

***Confirmation of Provider Qualifications: (Agency)***

**Under this contract, the agency will insure that all staff providing services to the customer meet all of the Independent Provider Qualifications as outlined in OAR 309-041-1900.**

**Parties' Acts and Omissions:**

Each party to this contract is responsible for all claims regarding and damages to persons and property resulting from any willful, reckless, or negligent act or omission on the part of the party, its employees, or agents. Further, no party assumes any responsibility to any other party for the consequences of any act or omission of any person or entity not a party to this contract.

**Conditions of Contract:**

This contract constitutes the entire agreement of the parties. All agreements, representations, or understandings, expressed or implied, concerning the subject matter of this contract are contained in this contract. This is an integrated agreement.

**Modification:**

This contract may only be modified by a written agreement signed by all parties.

**Severability:**

If any provision of this contract is found invalid, unlawful, or unenforceable in any way, it shall be enforced to the maximum extent possible, and all other provisions of this contract shall remain in full force and effect.

**Choice of Law:**

This contract, and the rights and obligations of the parties, shall be interpreted and enforced in accordance with the laws of the state of Oregon, without regard to any conflicts of laws or rules thereof.

**Termination:**

This contract may be terminated by Customer at any time upon twenty-hour (24) hours written notice to Contractor. This agreement may be terminated by Contractor two weeks after Contractor has provided Customer with written notice of termination.

**Attorney Fee:**

If any action is brought to enforce or interpret this contract, or any part thereof, the prevailing party shall be entitled to recover from the other party its reasonable attorney fees and costs incurred therein, including all attorney fees and costs on appeal.

**Nonassignability:**

This contract is not assignable.

This contract is effective for these dates: \_\_\_\_\_

We agree to the above contract:

\_\_\_\_\_  
SDRI Customer Date

\_\_\_\_\_  
Agency Date

\_\_\_\_\_  
Responsible Family or Guardian Date

**BY SIGNING THIS DOCUMENT THE AGENCY AGREES TO ASSUME ALL RISKS AND RESPONSIBILITIES THAT ARE APPLICABLE.**

Self-Determination Resources, Inc.  
1730 SW Skyline Blvd, Suite 127  
Portland OR 97221-2548