



The Brain Injury Association of NM
Brain Injury Long Term Service Guide (BIG)
Statement of Understanding and Agreement
For Initial, Re-Review, Reconsideration, and Fair
Hearings

The Responsibilities of the Participant of Brain Injury Guide services;

The responsibility of a Brain Injury Guide (BIG) is to **only** assist me with the medical and financial eligibility process for my initial application and/or my annual recertification process. In addition my BIG can attend my SSP/budget development meeting, as I request.

The following are statements that I will adhere to:

- I agree to keep appointments with my BIG.
- I understand that assistance I receive from the BIG does not guarantee that I will be approved for the Mi Via Waiver program.
- To the best of my ability, I agree to assist the BIG with gathering the required documentation to apply for Mi Via Waiver services; this includes both the medical and financial eligibility process.
- I understand that the BIG is only to help me with this application process.
- I understand that the BIG is under no obligation to assist me if I make threatening remarks or acts, or behave in a way that is disrespectful and causes the BIG to be concerned for his/her safety.
- I understand that the BIG is under no obligation to provide transportation, and if the BIG does provide transportation to an appointment then I understand that I am getting into the BIG's car on my own accord and liability.
- I understand that I can ask and expect the BIG to attend my ISD appointment(s), nursing assessment, doctor appointment(s) and up to two Service and Support Plan/budget development meetings.

The following information is what your BIG's responsibility is:

- I agree to conduct myself in a professional and respectful manner.
- To the best of my ability, I agree to assist the applicant with gathering the required documentation to apply for Medicaid services.
- I agree to keep my conversation with the applicant and/or their designated representative confidential in accordance with Health Insurance, Portability and Accountability Act (HIPAA) and other applicable confidentiality laws.
(see attached HIPAA notice).

- I understand that I am a contractor and not an employee of the Brain Injury Association of New Mexico (BIANM) or the New Mexico Aging and Long-Term Services Department (ALTSD).
- As a contractor, I understand that I cannot ask the applicant or the designated representative to pay for my time or assistance.
- If an issue other than applying for the Mi Via Medicaid Waiver arises, I understand that I am not responsible for assisting the applicant and should refer them to the appropriate resource.
- I will accompany the participant to ISD appointment(s), medical appointment(s), the nursing assessment, and up to 2 meetings to develop the Service and Support Plan/Budget if requested or work with the participant or their representative to identify someone else of their choosing.
- I understand that I will participate in the nursing assessment, if the applicant or their designated representative requests/approves.
- I understand that I will be paid mileage for visiting the applicant and/or designated representative and I am not obligated to drive the applicant and/or their representative to Mi Via related events.
- I accept full responsibility in the event that I transport the applicant/and or their designated representative and we become involved in an accident. I will not hold the BIANM nor ALTSD responsible.
- Upon completion of BIA assistance, I will surrender **ALL** applicant related documents to the BIANM.
- I will attend one (1) Consumer Direct Personal Care (CDPC) enrollment meeting. I understand that I am required to attend one of these meetings but am not required to attend this meeting with each participant.
- I will participate in BIANM and/or ALTSD BIG meetings (by teleconference or in person).

BIG Signature

Date

Mi Via Applicant Signature

Date