

Individual's Name _____
MRN _____

RESPITE PROVIDER AGREEMENT

This Agreement should be used when an individual served by MORC, Inc., or their representative, hires an independent respite contractor to provide respite services.

This is a respite provider Agreement (“the Agreement”) between you,

_____, as respite provider,
me, _____ (individual receiving services) and
my legal representative (if applicable) _____ as contractor,
dated _____.

You and I agree to the following:

- 1) You understand that I must take part in self-determination for me to contract with you.
- 2) You will help me by providing respite services and follow the terms of this Agreement.
- 3) You will help me to prepare and keep the paperwork and records that I need or are needed by my Fiscal Intermediary and MORC, Inc.
- 4) You will keep confidential all records that you may have or that you help me keep. You understand that any of my records that you may have or see are my property and must be returned to me when your contracted respite services end.
- 5) You will complete illness and incident reports whenever I ask or MORC, Inc. asks you to.
- 6) You understand that you will help me in filing a Rights complaint if I ask you to do so. You also understand that you have a responsibility to report any Rights violations that you are aware of or any potential abusive or neglectful situations you observe. You understand that you may be asked to cooperate with an investigation or help me in exercising my rights.
- 7) You will call 911 and immediately notify _____ if I have any medical emergency or illness. You will notify that person before taking me to the doctor or hospital if it is an emergency.
- 8) You will take part in any meetings, if I ask.

- 9) You will let me know if you own or control a business or agency receiving funds from Medicare/Medicaid. Also, you will let me know if you have been charged or convicted of any fraudulent activity related to State or Federal funds.
- 10) You will follow all of the rules and regulations required of someone providing support to me. Also, you agree that you have reviewed the following:
- a) Respite Orientation Guide.
 - b) My directions as to my health care. This may be in the form of a Durable Power of Attorney or Patient Advocate form. You agree to follow my directions.
 - c) You will use the invoice provided by my Fiscal Intermediary, documenting the services that you provide to me in a manner that is acceptable to MORC, Inc., and that meets Medicaid reporting requirements. You will only bill for respite services that you provide as outlined in my Individual Plan of Services.
- 11) You agree, and I will make sure that you have reviewed the Respite Provider Orientation Guide and:
- a) You are at least 18 years of age and
 - Not my parent if I am a minor child
 - Not my legal guardian
 - Not my spouse
 - Not my primary unpaid caregiver
 - a) You are able to prevent the spread of any disease from yourself to me or others in the area where you are providing services to me
 - b) You are able to communicate expressively and receptively in order to follow my plan requirements and my emergency procedures and report on the services performed for me;
 - c) You are in good standing with the law (i.e., you are not a fugitive from justice, a convicted felon or an illegal alien), as verified through a criminal background check; and
 - d) You can perform basic first-aid procedures

- 12) You understand that although your paycheck will be prepared by a fiscal intermediary who handles the money to pay your earnings the fiscal intermediary is only acting as a financial administrator of my budget and funds and is not your employer. You agree to hold the fiscal intermediary harmless in their role as a financial administrator of my budget/funds.
- 13) You understand that MORC Inc.'s role is that of self-determination administrator and that MORC Inc. is not your employer. You agree to hold MORC, Inc. harmless for their role as self-determination administrator.
- 14) You understand that MORC Inc. may suspend or terminate funding for your services if it is determined that you have not met the terms of this agreement, that you have put my health or safety at risk, misused funds, or not met with quality, timeliness, or documentation requirements identified by MORC Inc or the Michigan Department of Community Health. Respite cannot be provided in a hospital, day program, or nursing home.
- 15) You will be paid as negotiated, and within MORC authorization parameters, for the services which you perform as a credentialed provider. (You must have a current criminal background check and current Respite Orientation Guide Affidavit to perform and receive payment for services. No retroactive payments will occur).
- 16) I will provide my fiscal intermediary with the necessary paperwork to make sure you are paid on time.
- 17) I will let you know if your services are good or could be done better so that I am getting good services and we understand each other.
- 18) You understand that as an independent contractor either of us can end your contract at any time with a reason or for no reason. However you agree to give me five (5) days written notice if you need to end your contract.

(Person receiving services)

(Parent/Guardian/Representative)

Independent Respite Contract Provider

cc: all parties to contract, Fiscal Intermediary

Note regarding the 42CFR431.107 Agreement:

USE OF MEDICAID FUNDS

Medicaid is the primary financing source for most services and supports through the public mental health system in Michigan. In Michigan, local CMHSPs are Medicaid specialty prepaid health plans, and function as managed care organizations. Since Medicaid funds are being used, there must be a separate agreement in place between each provider furnishing services and the CMHSP acting as a Pre-Paid Health Plan (PHP). This agreement called a **42CFR431.107 AGREEMENT** contains a set of stipulations that must be made to the CMHSP. The provider agrees to: 1) Keep records of its delivery of services; 2) Make those records available for review at the request of the CMHSP; 3) Disclose financial ownership interest in related Medicaid-financed provider entities; and 4) Provide for ways to assure consumers of services of its policies related to the consumer's right to refuse treatment. These stipulations are described in federal regulations at 42 CFR 431.107 and other sections of the Code of Federal Regulations as referenced therein. This agreement does not substitute for either the self-determination agreement, or employment agreements and purchase of services agreements, nor does it involve the same sorts of obligations that exist between the individual and their providers of services. It, likewise, does not obligate the CMHSP as a party to the agreements for receiving services and supports between the individual and chosen providers.

This excerpt taken from:
Michigan Department of Community Health
Self-Determination Technical Advisory
Choice Voucher System

Name of Individual Receiving Service: _____

42 CFR 431.107 AGREEMENT

**The parties to this contract are MORC, Inc. herein referred to as the “Host Agency”,
and _____ herein referred to as “Independent Contractor”.**

The purpose of this agreement is to define the roles and responsibilities of the above named parties. This agreement shall remain in effect until such time it must be terminated or modified. Any party can initiate a termination or modification, by providing written notice to the other of the desire to terminate or modify this agreement.

The Host Agency agrees to the following:

1) Upon receipt of this agreement, to certify the Independent Contractor as available to provide services to individuals who receive services and supports through arrangements authorized by the Host Agency or one of its subcontractors, and financed through Michigan’s Medicaid Specialty Pre-paid Mental Health Plan where the individual is seeking or requesting services and/or supports in accordance with their person-centered plan.

The Independent Contractor Agrees to the following:

- 1) To keep any records necessary to disclose the extent of services the independent contractor furnishes to recipients of services.
- 2) On request, to furnish any information maintained under paragraph (1) of this section and any information regarding payments claimed by the Independent contractor for furnishing services under the person-centered plan to the Host Agency, the State Medicaid Agency, the Secretary of the Department of Health and Human Services or the State Medicaid fraud control unit.
- 3) To comply with the disclosure requirements specified in 42 CFR 455, subpart B, as applicable.
- 4) To comply with the advance directives requirements specified in 42 CFR 489, Subpart 1 and 42 CFR 417.436 (d), as applicable.

Both parties expressly acknowledge that the sole purpose of this agreement is to assure compliance with 42USC 1902 (a) 27. Further both parties recognize and reaffirm that the Host Agency is not the employer or contractor of the independent contractor of services, and that the Participant is the sole contractor.

This agreement sets forth the entire understanding between the parties with respect to the subject matters, and supersedes any and all other agreements, either oral or in writing between the parties, pertaining to these matters. No change or modification of the terms of this agreement is valid unless it is in writing and signed by the parties.

The parties agree to terms and conditions of this agreement as specified on the foregoing pages, and so signify by affixing their signatures below.

MORC Representative

Date

Independent Respite Contract Provider

Date