

CHILDREN'S WAIVER EMPLOYMENT AGREEMENT

This Agreement should be used when a responsible parent of a child receiving services and supports through the Children's Waiver hires another person to provide services for his or her child.

This is an Employment Agreement (the "Agreement") between you, _____, as Employee, and me, _____ as Employer dated _____.

You and I agree to the following:

1. You understand that my child must take part in the Choice Voucher Arrangement within the Children's Waiver for me to employ you. If my child no longer takes part, you may no longer be employed.
2. You will help my child by providing the services outlined in Attachment "A" and follow the terms of this Agreement.
3. You will help me prepare and keep the paperwork and records that I need or are needed by MORC, Inc. You will complete all paperwork so that necessary payroll deductions may be taken from your pay.
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 employment ends.
5. You will complete illness and incident reports whenever I ask or as required or requested by MORC, Inc.
6. You understand that you will help me in filing a Rights complaint on behalf of my child 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 the rights of my child.
7. You will immediately notify _____ if my child has any medical emergency or illness. You will notify that person before taking my child to the doctor or hospital, except 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 or Medicaid. Also, you will let me know if you have been charged or convicted of fraud related to State or Federal funds.

10. You will follow of the rules and regulations required of someone providing support to my child. Also, you agree that you have received the following rules and regulations:

1. Recipient Rights booklet. You will receive Recipient Rights training before your first day of work, and renew it every year.
2. Attachment “A” to this Agreement, which outlines the services you will provide my child and the rules you will follow.
3. My directions as to my child’s health care, including safety and security protocols.
4. You will use the timesheets provided by my Fiscal Intermediary and you will document the services that you provide to me in a manner that is acceptable to MORC, Inc. and meets Medicaid reporting requirements. You will only bill for services that you provide as outlined in my Individual Plan of Services.

11. You agree, and you will make sure that:

1. You are at least 18 years of age and are not my child’s parent or legal guardian;
2. You are able to prevent the spread of any disease from yourself to my child or others in the area where you are providing services to my child and that you have received training in either blood borne pathogens or infectious disease control, as required;
3. You or your employee are able to communicate expressively and receptively in order to follow my child’s plan requirements and my child’s emergency procedures and report on the services performed for my child;
4. 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 Department of Human Services Central Registry Clearance; and
5. You can perform basic first-aid procedures and will maintain current certification in CPR and First Aid.

12. You understand that you are an at-will employee, which means that either of us can end your employment 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 employment.

13. You understand that although your paycheck will be prepared by another person who handles the money to pay your wages (a fiscal intermediary), that person is only acting as a financial administrator of my child's budget and funds and is not your employer.

14. You agree to hold the fiscal intermediary harmless in their role as a financial administrator of my child's budget/funds and also agree that I am your only employer.

15. You understand that MORC Inc.'s role is that of project administrator and that MORC Inc. is not your employer. You agree to hold MORC, Inc. harmless for their role as project administrator.

16. 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 child's 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.

17. I will pay you as negotiated, or _____ for the services which you perform.

18. I will provide you with:

No benefits

These employee benefits: _____

19. I will provide my fiscal intermediary with the necessary paperwork to make sure you are paid on time.

20. I will let you know if your services are good or could be done better so that my child is getting good services and we understand each other.

21. You will sign an agreement called a 42 CFR 431.107 agreement with MORC. MORC will provide you with a copy of this agreement. You understand that I cannot employ you unless you sign this agreement.

(Employee)

(Employer)

ATTACHMENT A

EMPLOYEE DUTIES

You understand and agree to provide the following services as checked or otherwise noted:

- Community Living Supports as outlined in the Individual Plan of Service
- Respite

RULES

(Rules about smoking, eating, phone use, etc. can be written here.)

42 CFR 431.107 AGREEMENT – CHILDREN’S WAIVER

This is an Agreement called a 42 CFR 431.107 Agreement between us, Macomb Oakland Regional Center, and you, _____, as someone who provides services to a person served by MORC. This Agreement will be effective until one of us ends it or both of us agree to change it. Each of us will let the other know in writing if we want to end or change the Agreement.

We agree to do the following:

1. When you sign the Agreement and deliver it to us, we will certify that you are available to provide services to Children’s Waiver participants.

You agree to the following:

1. You will keep any records necessary to show the services that you provide.
2. If requested to do so, you will furnish any of this information and any other information supporting payments to you for furnishing services, to us, the State Medicaid Agency, the Secretary of the Department of Health & Human Services or the State Medicaid Fraud Control Unit.
3. You will comply with the disclosure requirements set out in 42 CFR 455 (B) as apply to your situation. A summary of these requirements will be given to you.
4. You will comply with the advance directive requirements in 42 CFR 489 (1) and 42 CFR 417, 436(d) as apply to your situation. You will be given a summary of these requirements.

The only purpose of this Agreement is to make sure that you comply with 42 USC 1902(a) 27.

You understand that our role is that of a project administrator and that we are not your employer. Your employer is the person participating in the Children’s Waiver program.

Dated: _____ (Provider of Services)

Dated: _____ (Self-Determination Coordinator)