

Individual's Name _____
MRN _____

PURCHASE OF SERVICES AGREEMENT

This Agreement should be used when an individual served by MORC, Inc. purchases services from an agency.

This is an Agreement between you, _____ (name of agency), as the provider of _____ services, me _____ (individual receiving services), and my legal representative (if applicable) _____ as the customer. The purpose of this Agreement is to outline the services that I am buying from you and how you will be paid for those services.

1. This Agreement will be in effect until either of us ends it or changes it. Either of us may end or change this Agreement but must first give to the other person thirty (30) days written notice of our desire to do so. Either of us may end this Agreement for any reason or for no reason at all. If one of us does not live up to the terms of this Agreement, the other may end the Agreement immediately without giving thirty (30) days notice. You agree to provide continued services and supports until an alternative Provider is established.
2. The services that I am buying from you are listed in Attachment "C." You must be credentialed and qualified to provide these supports, and you will maintain all applicable insurances, including workers' compensation, commercial general liability, and motor vehicle liability insurances.
3. I will authorize the person handling my money who is called the "Fiscal Intermediary" to pay you for the services I am buying. You will not be paid until either I or a person designated by me approves the payment. If you have any concerns about payment, you will contact me to try to resolve them. If more information is needed to approve payment to you, you may contact the Fiscal Intermediary yourself to obtain payment and to meet any requirements of MORC, Inc. If, after contacting the Fiscal Intermediary, you need more clarification, then you may contact MORC, Inc. directly. You must submit a clean claim by the 5th business day of the end of the month, and no later than 60 days from the last date of service.
4. You will provide the staff that is needed to perform the services that I am buying from you. The staff are your employees and you must recruit, screen, hire, manage and supervise them as required by law and as required by MORC, Inc. You will make every effort to follow my preferences when employing and scheduling your staff to perform the services. You will make sure that employees are not assigned to me if they are not

acceptable to me. I will have as much control over the staff providing the services to me as is allowed by law.

5. You will train the persons providing services to me so that they are able to do a good job and meet my needs. At a minimum, they must be at least 18 years of age, able to provide first-aid, CPR, infection control and Recipient Rights (initial and annual update). They may not be my parent (if I am a minor), spouse, or legal guardian. You will provide these services to me as outlined in Attachment "C", including any special instructions.
6. I will make available to you any of my personal information that is needed by your employees to provide services to me. Any information that I provide to you will be confidential and you will release it only if required by law or if I tell you that you can in writing. I agree that you may, however, give this information to any agency providing funds for my support.
7. Since the services you are providing to me may be performed in my home, your staff will follow the rules that I have outlined in Attachment "B".
8. Since the persons providing services to me are your employees, you are responsible for meeting with all Federal and State rules dealing with employees.
9. 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.
11. If I have a complaint with the way services are being provided to me, I will contact:

[name]

[address]

[telephone]

You will respond to my complaint within seven (7) days.

12. The payment that you receive for the services provided to me is outlined in Attachment "A," and/or in my individual budget authorization.
13. You will comply with federal law (42CFR 431.107) by:
 - a. Keeping any records needed to record the amount of services you provide to me;
 - b. On request, providing any records mentioned under Paragraph 'a' of this Section and any information regarding payments claimed by you for services provided to me, to MORC, Inc., the State Medicaid agency, the Secretary of the Department of Health and Human Services or the State Medicaid Fraud Control Unit;
 - c. Complying with the disclosure requirements provided by federal law (42CFR 455, Subpart B); and
 - d. Complying with the "Advance Directive" requirements provided by federal law [42CFR 489, Subpart I and 42 CFR 417.436 (d)].

Each of us agrees to the terms and conditions written in this Agreement. There are no other agreements between us regarding the services that I am buying.

Date: _____

 [Customer or Legal Representative]

Date: _____

 [Provider Representative]

Start date: _____

Fiscal Intermediary: _____

Invoices to be sent to: _____

ATTACHMENT A

RATES AND PAYMENT

(Detail of rates and how payment is to be computed. It can be hourly or otherwise. It can address the source of funds, if the Provider it to receive checks from more than one source, i.e.: Adult Home Help, the Host Agency, or a trust. A copy of the individual's budget or authorization may be attached, if needed)

Per authorization and budget

Other

ATTACHMENT B

RULES

(Rules about smoking, eating, phone use, etc., can be included here. Other issues, such as the sharing of staff with other housemates, could also be addressed here.)

ATTACHMENT C

AGREED UPON SERVICES

You understand and agree to provide the following services as checked or otherwise noted, and as outlined in my Individual Plan of Support:

- | | |
|--|---|
| <input type="checkbox"/> Community Living Supports* | <input type="checkbox"/> Respite* (Cannot be provided by a primary unpaid caregiver or provided in a Day Program) |
| <input type="checkbox"/> Home Help (Funded through the Department of Human Services) | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Recurring Professional Services or Support | |

*Community Living Supports and Respite Services may not be provided in a hospital or nursing home.

Special Instructions: _____

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

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 Provider".**

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 Provider as available to provide services to individuals who receive services and supports through arrangements authorized by MORC, Inc. or one of its subcontractors, and financed through Michigan's Medicaid Specialty Prepaid Mental Health Plan where the individual is seeking or requesting services and/or supports in accordance with their individual plan of services and supports.

The Provider Agency Agrees to the following:

- 1) To keep any records necessary to disclose the extent of services the provider 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 Provider 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 42 USC 1902 (a) 27. Further both parties recognize and reaffirm that the Host Agency is not the employer of the Provider of Services, and that the Participant is the sole employer of the Provider of Services.

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.

Self-Determination Coordinator

Date

Provider Agency

Date