

**ADVANTAGE CDS  
ATTENDANT CARE CONTRACT**

As the Consumer, I understand that each of my attendants will be asked to sign the Attendant Care Contract. This contract will act as the official documentation of the employment offer for the attendant. A copy of each contract will be kept in my file and the employment file at the Vendor's office. I acknowledge that I was provided a copy of the contract at the start of my services and I understand that if I would like a copy of a specific contract, I can submit a request to the Vendor at any time. I also understand that I am able to request from the vendor to sign each new contract when hiring a new employee.

Consumer Name:

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Consumer Signature:

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Date:

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*This signed form should be placed in Consumer's file at VENDORS office*

***\*\*The Consumer should keep this copy of the Contract.\*\****

## **ATTENDANT CARE CONTRACT**

**This contract is meant to clearly define the identified parties and their working relationship as defined by Missouri's Consumer Directed Services program through Missouri Medicaid. If ATTENDANT feels they do not understand the contract ATTENDANT may ask further questions of VENDOR'S representatives or visit [www.health.mo.gov](http://www.health.mo.gov) and search Consumer Directed Services program for more information.**

This Attendant Care Contract is made between the VENDOR and the ATTENDANT identified above. As described in detail below, ATTENDANT will be employed directly by CONSUMER effective DATE OF CONTRACT. ATTENDANT understands and agrees that there is no employment relationship between VENDOR and/or the State of Missouri (or any department, unit, agency, or subdivision thereof) and ATTENDANT will not misrepresent themselves to be under any circumstances. ATTENDANT understands and agrees that pursuant to this Contract, he/she is employed solely by CONSUMER.

### **1. Definitions and responsibilities.**

- a) **CONSUMER:** The individual identified in line a above that is authorized for Consumer Directed Services through Missouri Medicaid. CONSUMER is the employer of the ATTENDANT and is responsible for hiring, firing, directing, managing, training, scheduling (within the parameters of authorized service hours), and supervising ATTENDANT. CONSUMER is also responsible for reviewing all timesheets connected with ATTENDANT's hours of service for accuracy. The CONSUMER is ultimately responsible for ensuring that the timesheets get submitted to VENDOR.
- b) **ATTENDANT:** The individual identified in line B above agrees to provide Attendant Care Services to CONSUMER for reimbursement from Missouri Medicaid. ATTENDANT shall have and maintain the qualifications, credentials, certifications, licenses, and/or training necessary to perform the services described and authorized in CONSUMER's Care Plan before rendering any services. ATTENDANT will not seek additional or supplemental payments from CONSUMER or others acting on behalf of CONSUMER. ATTENDANT can reside in the same residence as the CONSUMER and can be a family member of CONSUMER but cannot be CONSUMER's spouse.
- c) **Attendant Care Services or Attendant Care:** Are services provided to CONSUMER in the CONSUMER'S home as defined in the Care Plan. Attendant Care Services may include, but are not limited to helping CONSUMER with: eating, dressing, meal preparation, toileting, bathing, grooming, transferring, and specific health maintenance tasks, as well as some incidental housekeeping tasks that ensure CONSUMER's health and safety, like grocery shopping and laundry. The Attendant Care Services that ATTENDANT performs will adhere to the authorized Care Plan. A copy of the pertinent parts of the Care Plan will be provided to ATTENDANT.
- d) **VENDOR:** The agency selected by CONSUMER to act as the third party vendor between CONSUMER, ATTENDANT and Missouri Medicaid. VENDOR is an enrolled provider with MO Healthnet and is authorized as an Organized Health Care Delivery System with the Department of Health and Senior Services, Division of Senior and Disability Services. VENDOR provides the following services: Review documentation submitted by CONSUMER and ATTENDANT for services rendered, calculate the amount that an ATTENDANT is to be paid based off of documentation provided, create payroll checks or make direct deposits, withhold and pay state and federal income taxes to the appropriate authorities, withhold and pay Social Security (FICA) and Medicare payments and/or employer's portion as is required by law or regulation and pay the appropriate authorities, and make unemployment/workers

compensation insurance payments, as well as withhold/pay those amounts as may be required by law or regulation . VENDOR will provide ATTENDANT with a written summary of all deductions and payments made. VENDOR will prepare and provide CONSUMER and ATTENDANT with end of year tax information and forms within the time prescribed by law, such as W-2's, so that CONSUMER and ATTENDANT may comply with all tax filing requirements. VENDOR will maintain copies of all records required by law or regulation for tax and other purposes, and these shall be the official records documenting the employer/employee (Consumer/Attendant) relationship. VENDOR holds the right to contract with a payroll service company to act as fiscal intermediary if it should decide to do so.

2. **Basis for payment.** ATTENDANT agrees to perform the Attendant Care Services described and authorized in CONSUMER's Care Plan at a rate to be determined by VENDOR. The rate may be increased from time to time with or without notice to ATTENDANT. ATTENDANT will be paid only for those services authorized in CONSUMER's Care Plan and documented on either a timesheet or through an EVV system. Any other services provided to CONSUMER that fall out of the scope of the Care Plan are not authorized by Missouri Medicaid and therefore will not be reimbursed. Missouri Medicaid will provide funds to VENDOR to pay ATTENDANT for authorized Attendant Care Services performed for CONSUMER. Missouri Medicaid authorizes hours by month therefore, ATTENDANT is not permitted to off-set excess hours in one month against scheduled hours in another month, even if this is agreeable to CONSUMER. ATTENDANT understands that he/she is not entitled to fringe benefits such as health insurance, sick leave, paid personal days, paid vacations, paid holidays, etc.
3. **Payroll:** Prior to services being rendered, VENDOR will provide CONSUMER and ATTENDANT with the appropriate documents (Care Plans, client specific timesheets) that clearly list the authorized hours and authorized tasks that are to be provided to the CONSUMER. VENDOR will provide initial and continued training on how to properly complete a timesheet and/or use the EVV telephony system should CONSUMER elect to do so. The timesheets must be completed with the following information: CONSUMER's name, ATTENDANT's name, dates and times of services delivered, tasks performed at each visit, ATTENDANT's full signature for each visit and CONSUMER's full signature verifying service delivery for each visit. Full signatures may be waived upon approval from VENDOR when CONSUMER is physically unable to sign their full name and other procedures outlined in the regulations would be explained at the time. If CONSUMER allowed the use of the EVV system (telephony) to be used in their home, ATTENDANT is to call in at the start of services and call out at the end of services using CONSUMER's phone. All tasks must still be recorded on a paper timesheet as well as all other required fields on the timesheet.

VENDOR will provide ATTENDANT and CONSUMER with a copy of the payroll cycle. The payroll period starts every Sunday at 12am and ends on Saturday at 11:59pm. After the end of each payroll period, CONSUMER will review and approve the completed timesheet and ensure that the timesheet is submitted to VENDOR by the following Monday at 9am. Timesheets must be received by VENDOR on time in order for ATTENDANT to be paid on time, as listed on the payroll cycle form. Most branch locations allow timesheets to be faxed in as long as the original is submitted within the same week. VENDOR holds the right to prohibit faxing timesheets if CONSUMER and ATTENDANT fail to submit originals in a timely manner. If VENDOR does not receive the timesheets within the prescribed time frame, then payment to ATTENDANT will be delayed and paid out on the next pay day listed on the payroll cycle form.

All timesheets and EVV records will be reviewed by VENDOR prior to processing payroll. Time paid is based on time actually worked, not what is authorized to CONSUMER. It is imperative that the CONSUMER and ATTENDANT accurately record actual services rendered. Services rendered must follow CONSUMER's Care Plan. VENDOR holds the right to deny timesheets and EVV records that do not follow CONSUMER's Care Plan. It is understood that CONSUMER may ask for assistance from ATTENDANT with other needs not listed on the Care Plan. If ATTENDANT chooses to assist with those needs, both ATTENDANT and CONSUMER agree that time spent is not subject to reimbursement from VENDOR and ultimately not subject for payment from Missouri Medicaid. Falsification or misrepresentation of any kind on any timesheet or EVV record constitutes Medicaid fraud. Payments made on behalf of CONSUMER as a result of inaccurate timesheets will be recouped from ATTENDANT. Any incidents or suspicion of fraud will be reported to Medicaid and/or other appropriate authorities.

VENDOR will submit payment to ATTENDANT on behalf of the Consumer via direct deposit.

- 4. Employment Relationship:** ATTENDANT understands and agrees that this Contract is non-exclusive. CONSUMER may terminate this contract with ATTENDANT or modify working hours at any time. Similarly, ATTENDANTS may enter into one or more Attendant Care Contracts with other Consumers. Each contract is independent of each other. ATTENDANT understands and agrees that this Contract does not guarantee him/her work or any specific number of hours.

ATTENDANT understands and agrees that he/she may not act as CONSUMER's personal representative in matters regarding financial, and or budgetary decision making. ATTENDANT understands and agrees that he/she may not act as CONSUMER's personal representative in matters regarding medical treatment unless and if ATTENDANT is designated as authority in CONSUMER's Durable Power of Attorney for Healthcare document and is acting within the scope of his/her legal authority.

- 5. Background Checks:** VENDOR will run background check on ATTENDANT through the Family Care Safety Registry, Office of Inspector General (OIG) and Employee Disqualification List (EDL) upon hire and routinely throughout employment with CONSUMER. Upon hire if the ATTENDANT discloses that they have lived outside of Missouri for the past five consecutive years, the VENDOR will also run a nationwide background check.
- 6. Termination of Contract by CONSUMER:** ATTENDANT understands and agrees that CONSUMER may terminate the Contract with ATTENDANT if they choose to do so with or without cause. It is the responsibility of CONSUMER to notify ATTENDANT of the termination of contract. CONSUMER is also responsible for notifying VENDOR.
- 7. Termination of Contract by ATTENDANT.** ATTENDANT may terminate this Contract, with or without cause. It is suggested that the ATTENDANT give CONSUMER at least seven (7) days notice. It is the responsibility of CONSUMER to notify VENDOR if ATTENDANT decides to terminate the Contract.
- 8. Termination of Contract by VENDOR:** VENDOR holds the right to terminate the Attendant Care Contract if it is determined or suspected that ATTENDANT is committing fraud, abuse/neglect, misappropriation of funds, etc and/or has violated any of VENDOR's policies or procedures. In addition, if ATTENDANT is found to have findings with the Family Care Safety Registry, EDL, OIG or any other criminal background search, VENDOR holds the right to suspend or terminate the contract depending on the offense.
- 9. Contract term.** This contract is valid until one of the parties (CONSUMER, ATTENDANT, and VENDOR) decides to end the contract.
- 10. Quality and Appropriateness of Services Rendered:** The quality, appropriateness, and timeliness of the Attendant Care Services rendered and reimbursed through this Contract are subject to evaluation, through inspection, audit or other means, by VENDOR. In addition, the Missouri Department of Social Services and the U.S. Department of Health and Human Services, and/or its/their designee(s), have the right to evaluate, through inspection, audit or other means, the attendant care services rendered and reimbursed.
- 11. Liability for work related injury/illness.** ATTENDANT understands and agrees that ATTENDANT and/or CONSUMER is/are solely responsible for any injuries or illness ATTENDANT sustains while providing Attendant Care Services and/or acting within the scope of his/her employment, and that neither VENDOR nor the State of Missouri has any liability for such injuries or illness.
- 12. Mandated Reporter.** ATTENDANT agrees and understands that he/she is required by law to report suspected abuse, neglect, or exploitation as determined under Sections 660.00, 565.188, 208.912, 208.915 and 198.070 RSMo to MISSOURI RESPONSE SYSTEM, 1-800-392-0210.

**13. Confidentiality.** ATTENDANT understands that CONSUMER is entitled to have his/her personal and health care information treated with confidentiality. ATTENDANT agrees to protect and maintain CONSUMER's confidentiality. Under no circumstances will ATTENDANT discuss or disclose CONSUMER's personal or health care information without legal authorization to do so. CONSUMER's right to confidential treatment of personal and health care information survives the termination of this Contract.

**14. Non-discrimination.** The parties to this Contract agree that they will refrain from discrimination on the basis of race, religion, nationality, sex, age, familial status, color, disability or any other basis not permitted by law.

**15. Miscellaneous provisions.**

Under no circumstances may ATTENDANT assign his/her obligations, duties, or rights pursuant to or connected with this Contract to any other person or entity.

At the time of termination of this contract, whether for cause, end of term, or otherwise, ATTENDANT agrees to promptly deliver to CONSUMER or VENDOR, any and all records, final timesheets, Care Plan or other documents that pertain to CONSUMER.

**16. Signatures.** *By signing below you acknowledge you have read this contract, you accept, and agree to its terms. You also acknowledge that you have had the opportunity to ask questions regarding this contract.*

*All Consumers are asked to review and sign a copy of this contract upon initiation of services. They are not asked to resign every time they hire a new attendant.*