



Consumer Name: _____

Attendant Name: _____

Please initial next to each item after you have read and fully understand. Your initials confirm that you understand and will adhere to the rules.

1. I understand that Advantage Consumer Directed Services is NOT my employer and that I am to talk to my consumer/client (named above) about employment related issues prior to contacting Advantage for help. An example includes scheduling changes. _____ Initial
2. Advantage Consumer Directed Services has reviewed the payroll cycle with me and I fully understand when I will be paid for my time worked as long as I submit proper documentation on time. _____ Initial
3. The consumers care plan has been discussed with me and I understand how many hours I am authorized to work each day. I understand that I am not authorized to work any additional hours and that I must call the office if I have a question. _____ Initial
4. I understand that I will NOT be paid for my time unless Advantage Consumer Directed Services receives a full report of the services I provided. This includes time in, time out and tasks completed. This can be submitted by EVV (telephony) and/ or timesheet. _____ Initial
5. If my client allows for EVV/Telephony, I acknowledge that I have been trained on how to properly use the EVV system. _____ Initial
6. I understand and agree that I will not turn in time for services rendered to my consumer/client while they are in admitted in the hospital. _____ Initial

Attendant Signature: _____ Date: _____



Attendant Spouse Rule

- Current Consumer Name: _____
- Relationship with Consumer

The Consumer is my:

- | | |
|--------------------------------------|---|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Cousin |
| <input type="checkbox"/> Child | <input type="checkbox"/> Girlfriend/Boyfriend/Partner |
| <input type="checkbox"/> Grandparent | <input type="checkbox"/> Friend |
| <input type="checkbox"/> Grandchild | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Aunt | |
| <input type="checkbox"/> Uncle | |

Missouri Medicaid CDS regulations state that a consumer shall NOT employ his/her spouse as their attendant under any circumstances.

As the attendant, I acknowledge the above mentioned regulation and promise to never enter into a CDS attendant/consumer employment relationship with my spouse. I understand that if I misrepresent myself or my relationship with my consumer and it is later determined that I am in fact the spouse of my consumer, my employment contract will be terminated immediately. I also understand that my consumer and I will be hotlined to Missouri Medicaid which could potentially have a negative affect on my consumer's services.

Attendant Name: _____

Attendant Signature: _____ Date: _____

A. Consumer/Employer's Name: _____

B. Attendant/Employee's Name: _____

C. Vendor Name: Advantage Consumer Directed Services

C. Date of 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 and search Consumer Directed Services program for more information.

ATTENDANT CARE CONTRACT

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.*

VENDOR Representative:

BY: _____
Signature

Print Name and Title

ATTENDANT: _____
Signature

Print Name

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.

Tax Forms Instructions

- 1. Advantage is NOT your employer. Do NOT list Advantage in the employer section on your tax forms.**
- 2. You MUST use your consumer's name in place of Employer Info.**
- 3. You can simply write their name and address if you know it. You do NOT need to enter any of the other employer information.**

If you have questions, please ask an Advantage vendor representative! We are here to help!



Missouri Department of Revenue
Employee's Withholding Certificate

This certificate is for income tax withholding and child support enforcement purposes only. Type or print.

Employee	Full Name		Social Security Number	
	Home Address (Number and Street or Rural Route)		City or Town	State
				ZIP Code
	<p>1. Filing Status: Check the appropriate filing status below.</p> <p><input type="checkbox"/> Single or Married Spouse Works or Married Filing Separate <input type="checkbox"/> Married (Spouse does not work)</p> <p><input type="checkbox"/> Head of Household</p>			
<p>2. Additional withholding: If you expect to have a balance due (as a result of interest income, dividends, income from a part-time job, etc.) on your tax return, you may request your employer to withhold an additional amount of tax from each pay period. To calculate the amount needed, divide the amount of the expected tax by the number of pay periods in a year. Enter the additional amount to be withheld each pay period on line 2.....</p>				2
<p>3. Reduced withholding: If you expect to receive a refund (as a result of itemized deductions, modifications or tax credits) on your tax return, you may direct your employer to only withhold the amount indicated on line 3. Your employer will not use the standard calculations for withholding. If you designate an amount that is too low, it could result in you being under withheld. To calculate the amount needed, divide the amount of your expected tax by the number of pay periods in a year. Enter the amount to be withheld instead of the standard calculation. If no amount is indicated on line 3, the standard calculations will be used.....</p>				3
<p>4. Exempt Status: Select the appropriate reason you are claiming an exemption from withholding below and indicate EXEMPT on line 4.....</p> <p><input type="checkbox"/> I am exempt because I had a right to a refund of all Missouri income tax withheld last year and expect to have no tax liability this year. A new MO W-4 must be completed annually if you wish to continue the exemption.</p> <p><input type="checkbox"/> I am exempt because I meet the conditions set forth under the Servicemember Civil Relief Act, as amended by the Military Spouses Residency Relief Act and have no Missouri tax liability.</p> <p><input type="checkbox"/> I am exempt because my income is earned as a member of any active duty component of the Armed Forces of the United States and I am eligible for the military income deduction.</p>				4

Signature	Under penalties of perjury, I certify that the information provided on this form is true and accurate.	
	Employee's Signature (Form is not valid unless you sign it)	Date (MM/DD/YYYY) ____/____/____

Employer	Employer's Name		Employer's Address	
	City		State	ZIP Code
	Date Services for Pay First Performed by Employee (MM/DD/YYYY) ____/____/____		Federal Employer I.D. Number	Missouri Tax Identification Number

Notice To Employer:
 Within 20 days of hiring a new employee, send a copy of Form MO W-4 to the Missouri Department of Revenue, P.O. Box 3340, Jefferson City, MO 65105-3340 or fax to (573) 526-8079.
 Please visit <http://dss.mo.gov/child-support/employers/new-hire-reporting.htm> for additional information regarding new hire reporting.

Employee Information
 Visit our online withholding calculator <https://mytax.mo.gov/mp/portal/home/withholding-calculator>.

- Items to Remember:**
- Employees must complete a new form if their filing status changes or to adjust the amount of withholding.
 - If you are claiming an "Exempt" status due to the Military Spouses Residency Relief Act you must provide one of the following to your employer: Leave and Earnings Statement of the non-resident military servicemember, Form W-2 issued to the nonresident military servicemember, a military identification card, or specific military orders received by the servicemember. You must also provide verification of residency such as a copy of your state income tax return filed in your state of residence, a property tax receipt from the state of residence, a current drivers license, vehicle registration or voter ID card.
 - Additional information can be found at <https://dor.mo.gov/business/>.

Mail to: Taxation Division
 P.O. Box 3340
 Jefferson City, MO 65105-3340

Phone: (573) 751-8750
Fax: (573) 526-8079

Form W-4 (2019)

Future developments. For the latest information about any future developments related to Form W-4, such as legislation enacted after it was published, go to www.irs.gov/FormW4.

Purpose. Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

Exemption from withholding. You may claim exemption from withholding for 2019 if **both** of the following apply.

- For 2018 you had a right to a refund of all federal income tax withheld because you had **no tax liability, and**
- For 2019 you expect a refund of all federal income tax withheld because you expect to have **no tax liability.**

If you're exempt, complete **only** lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2019 expires February 17, 2020. See Pub. 505, Tax Withholding and Estimated Tax, to learn more about whether you qualify for exemption from withholding.

General Instructions

If you aren't exempt, follow the rest of these instructions to determine the number of withholding allowances you should claim for withholding for 2019 and any additional amount of tax to have withheld. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

You can also use the calculator at www.irs.gov/W4App to determine your tax withholding more accurately. Consider

using this calculator if you have a more complicated tax situation, such as if you have a working spouse, more than one job, or a large amount of nonwage income not subject to withholding outside of your job. After your Form W-4 takes effect, you can also use this calculator to see how the amount of tax you're having withheld compares to your projected total tax for 2019. If you use the calculator, you don't need to complete any of the worksheets for Form W-4.

Note that if you have too much tax withheld, you will receive a refund when you file your tax return. If you have too little tax withheld, you will owe tax when you file your tax return, and you might owe a penalty.

Filers with multiple jobs or working spouses. If you have more than one job at a time, or if you're married filing jointly and your spouse is also working, read all of the instructions including the instructions for the Two-Earners/Multiple Jobs Worksheet before beginning.

Nonwage income. If you have a large amount of nonwage income not subject to withholding, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you might owe additional tax. Or, you can use the Deductions, Adjustments, and Additional Income Worksheet on page 3 or the calculator at www.irs.gov/W4App to make sure you have enough tax withheld from your paycheck. If you have pension or annuity income, see Pub. 505 or use the calculator at www.irs.gov/W4App to find out if you should adjust your withholding on Form W-4 or W-4P.

Nonresident alien. If you're a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

Specific Instructions

Personal Allowances Worksheet


Complete this worksheet on page 3 first to determine the number of withholding allowances to claim.

Line C. Head of household please note: Generally, you may claim head of household filing status on your tax return only if you're unmarried and pay more than 50% of the costs of keeping up a home for yourself and a qualifying individual. See Pub. 501 for more information about filing status.

Line E. Child tax credit. When you file your tax return, you may be eligible to claim a child tax credit for each of your eligible children. To qualify, the child must be under age 17 as of December 31, must be your dependent who lives with you for more than half the year, and must have a valid social security number. To learn more about this credit, see Pub. 972, Child Tax Credit. To reduce the tax withheld from your pay by taking this credit into account, follow the instructions on line E of the worksheet. On the worksheet you will be asked about your total income. For this purpose, total income includes all of your wages and other income, including income earned by a spouse if you are filing a joint return.

Line F. Credit for other dependents. When you file your tax return, you may be eligible to claim a credit for other dependents for whom a child tax credit can't be claimed, such as a qualifying child who doesn't meet the age or social security number requirement for the child tax credit, or a qualifying relative. To learn more about this credit, see Pub. 972. To reduce the tax withheld from your pay by taking this credit into account, follow the instructions on line F of the worksheet. On the worksheet, you will be asked about your total income. For this purpose, total

----- Separate here and give Form W-4 to your employer. Keep the worksheet(s) for your records. -----

		<h2>Employee's Withholding Allowance Certificate</h2>		OMB No. 1545-0074 2019	
Form Department of the Treasury Internal Revenue Service		▶ Whether you're entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.			
1 Your first name and middle initial		Last name		2 Your social security number	
Home address (number and street or rural route)			3 <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married, but withhold at higher Single rate. Note: If married filing separately, check "Married, but withhold at higher Single rate."		
City or town, state, and ZIP code			4 If your last name differs from that shown on your social security card, check here. You must call 800-772-1213 for a replacement card. <input type="checkbox"/>		
5 Total number of allowances you're claiming (from the applicable worksheet on the following pages)				5	
6 Additional amount, if any, you want withheld from each paycheck				6 \$	
7 I claim exemption from withholding for 2019, and I certify that I meet both of the following conditions for exemption.					
<ul style="list-style-type: none"> • Last year I had a right to a refund of all federal income tax withheld because I had no tax liability, and • This year I expect a refund of all federal income tax withheld because I expect to have no tax liability. If you meet both conditions, write "Exempt" here ▶				7	
Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, it is true, correct, and complete.					
Employee's signature (This form is not valid unless you sign it.) ▶			Date ▶		
8 Employer's name and address (Employer: Complete boxes 8 and 10 if sending to IRS and complete boxes 8, 9, and 10 if sending to State Directory of New Hires.)			9 First date of employment		10 Employer identification number (EIN)