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## CLIENT SERVICE AGREEMENT

### FINANCIAL MANAGEMENT SERVICES CLIENT AGREEMENT

BETWEEN THE CLIENT AND HELPERS, INC.

UPDATED 10/2013

CLIENT: \_\_\_\_\_  
NAME(S) OF PARENT(S) OR GUARDIAN(S): \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_

**HCBS WAIVER SERVICE AGREEMENT:** We are pleased that you have selected *HELPERS, INC.* as your Financial Management Service Provider for the HCBS Waiver program administered by the Kansas Department of Aging and Disability Services (KDADS), and that you have elected to self-direct your services. This agreement lays out the rights and responsibilities of both parties and seeks to clarify our working relationship. The state refers to your Helper as a Direct Support Worker (DSW).

Your choice to self-direct services entitles you to certain rights and responsibilities.

**CLIENT RIGHTS:** You have the right to: **(1)** decide who your DSW will be, **(2)** direct your DSW to provide personal care, **(3)** determine the schedule for when a DSW will provide services, **(4)** determine the level of assistance you want from *HELPERS, INC.*, **(5)** be treated with dignity and respect, **(6)** replace a DSW who doesn't respect these rights.

**CLIENT RESPONSIBILITIES:** Connected to the above rights are certain responsibilities that come with self-directing the services received. You are responsible for: **(1)** being honest and detailed when explaining your needs to us at *HELPERS, INC.* and your DSW, **(2)** interviewing and making all hiring decisions regarding your DSW, **(3)** training all DSW's in accordance with the needs specific to the client's care supports, **(4)** managing the schedules of all DSW's and assure that the hours worked strictly comply with your specific Plan of Care (POC) and any and all other applicable HCBS Waiver program requirements, **(5)** assuring DSW time is submitted into *HELPERS, INC.* via *KS Authenticare* so the DSW can be paid on time, **(6)** making all termination decisions regarding the DSW if necessary, **(7)** informing *HELPERS, INC.*, and your Case Manager of the dismissal of a DSW in writing within 3 business days.

**Notes Regarding Managing *KS Authenticare* and Payment:**

Time is submitted to the State of Kansas and *HELPERS, INC.* through *KS Authenticare*. Time submitted through *KS Authenticare* for the 1<sup>st</sup> through the 15<sup>th</sup> of the month will be paid on the 5<sup>th</sup> of the following month. Time submitted through *KS Authenticare* for the 16<sup>th</sup> through the end of the month will be paid on the 20<sup>th</sup> of the following month. All hours submitted must not exceed the approved Plan of Care for the client. Hours submitted that exceed the hours allotted on the client's Plan of Care are not billable to Medicaid and therefore *HELPERS, INC.* cannot pay a DSW for those hours. It is the client's responsibility to pay for any overages in hours and mutually agree upon a solution with the DSW. *HELPERS, INC.* will bill your Medicaid account, as agreed upon. You should always keep copies of all time submitted for your personal records.

Your choice to use *HELPERS, INC.* as your Financial Management Service (FMS) entitles us to certain rights and come with certain responsibilities we will meet.

**OUR RIGHTS:** As your FMS agent, *HELPERS, INC.* has the right to: **(1)** receive all necessary paperwork and information from you regarding your services in a timely manner, **(2)** request and receive all time submitted through *KS Authenticare* with appropriate documentation of hours worked by your DSW in order to provide payment on time, **(3)** be notified of all decisions regarding the hiring of a new DSW, the termination of a DSW, and/or a DSW's decision to quit, **(4)** to be informed by the client and/or the parent or guardian of the dismissal of a DSW in writing within 3 business days.

**OUR RESPONSIBILITIES:** As your FMS provider, *HELPERS, INC.* is responsible for: **(1)** processing of time worked by the DSW and issuing paychecks to your DSW in accordance with submitted time and the Plan of Care, **(2)** withholding and accounting for all necessary deductions; including taxes, unemployment and workmen's compensation as applicable for paid DSW to perform approved supports under the HCBS Waiver, as well as provide a W2 at the end of the year, **(3)** billing Medicaid on your behalf **(4)** providing background checks free of charge to the client for the DSW that provide services.

The client and/or the parent or guardian further agrees to strictly comply with any instructions, rules or policies maintained by *HELPERS, INC.* with regard to billing and payment and further acknowledges and consents to the following services performed by *HELPERS, INC.*: Such services shall include, but not be limited to: processing of time worked by DSW; billing Medicaid on the client's behalf; distributing pay checks or electronic deposits for services rendered; and withholding, filing and paying appropriate taxes.

The client and/or the parent or guardian further agrees to strictly comply with any and all Kansas statutes, regulations or policies relating or pertaining to services provided under the applicable HCBS Waiver program and for payment for such services. If the client fails to comply with Kansas statutes, regulations or policies relating or pertaining to services provided under the applicable HCBS Waiver program, and recoupment from Medicaid occurs, the client will be responsible for repayment to *HELPERS, INC.*. The client holds harmless and indemnifies *HELPERS, INC.* from any liability or claims and causes of action occurring or arising from DSW's services rendered to client.

This agreement shall remain in effect pending the earlier occurrence of one of the following events: The denial of the client's Medicaid eligibility; the termination/closure of the client's applicable HCBS case; the termination of the DSW as the client's self-directed DSW; or the termination of the client's right to self-direct his or her care. However, either party may terminate this agreement with a thirty day written notice.


Though KDADS is not a party to this Agreement, the parties specifically intend that KDADS be a third-party beneficiary and, as a result thereof, further acknowledge and agree that KDADS may, at its option, enforce the terms of this Agreement.

The parties shall not assign, subcontract, or delegate any duties or obligations required by this Agreement to any other individual, agency, or organization. This Agreement may only be modified by a written agreement signed by the parties hereto. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted. This Agreement supersedes all prior negotiations and agreements between the parties relative to the transaction and services contemplated by this Agreement, which contains the entire understanding of the parties. The terms and provisions of this Agreement shall be construed in accordance with and governed by the laws of the State of Kansas. In the event Judicial Intervention is necessary, the parties agree that venue shall solely be in the District Court for Johnson County, Kansas.

Please sign and return one (1) copy of this Service Agreement to *HELPERS, INC.* within five (5) business days in order to avoid any interruption of service. By signing this Agreement, you agree to comply with its terms and conditions and accept the legal responsibility for making all payments, if necessary, due under this Agreement.

**HELPERS, INC.**

**CLIENT OR PARENT/GUARDIAN**

BY:   
\_\_\_\_\_  
STACY W. JONES, PRESIDENT

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

WE LOOK FORWARD TO WORKING WITH YOU!