
EMPLOYMENT AGREEMENT

BETWEEN THE CLIENT AND THEIR DIRECT SUPPORT WORKER

UPDATED 10/2013

CLIENT: _____

RESPONSIBLE PARTY/GUARDIAN DIRECTING SERVICES: _____

NAME OF DIRECT SUPPORT WORKER (DSW): _____

Kansas Department of Aging and Disability Services (KDADS) Rules:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following under self-directed HCBS Waiver Services. This agreement is the state required Employment Service Agreement.

- The person directing service understands that the client receives self-directed services under the HCBS waiver program administered by the Kansas Department of Aging and Disabilities Services (KDADS). By choosing to self-direct services, the client and/or the parent or guardian understands that they are the common law employer. They are responsible for hiring, training, scheduling, managing, and terminating the DSW.
- The client is a participant in an HCBS Waiver program administered by KDADS. The client and/or the parent or guardian has selected the DSW to be his/her self-directed worker for applicable HCBS Waiver services.
- Both the client and/or parent or guardian and the DSW agree to strictly comply with client's Plan of Care and any and all other applicable HCBS program requirements. Both parties agree to strictly comply with any instructions, rules or policies maintained by *HELPERS, INC.* with regard to any DSW billing and payment for services rendered. Both parties also agree to strictly comply with any and all Kansas statutes, regulations, or policies relating or pertaining to services provided to an HCBS waiver program client and for payment for such services.
- The DSW further agrees to cooperate with the client's case manager and KDADS regarding any questions and/or inquiries regarding the client's HCBS case.
- 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.
- In the event a new person is selected to provide self-directed services to the client, the client shall require the new DSW to execute a copy of this Agreement, with a copy of the same being provided to *HELPERS, INC.*.
- 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.

Managing Schedules and Reporting Time:

- **Managing Schedules:** The management of the schedule is directed by the client and/or the parent or guardian. It is the responsibility of the DSW to communicate any conflicts or schedule changes with the person directing services.
- **KS Authenticare:** The State of Kansas mandates that all billing for Medicaid waiver services is recorded through *KS Authenticare* via the phone entry system (IVR). In the event that a DSW fails to clock in or out using the *KS Authenticare* system, it is their responsibility to contact *HELPERS, INC.* within 24 hours on the hotline at 913-730-7212 or at help@helpersinc.org. Failure to notify *HELPERS, INC.* within 24 hours can result in lost pay for that date.
- **Managing Time and Payment:** Time is submitted to the State of Kansas and Helpers, Inc. through *KS Authenticare*. Time submitted through *KS Authenticare* for the 1st through the 15th of a month will be paid on the 5th of the following month. Time submitted through *KS Authenticare* for the 16th through the end of the month will be paid on the 20th 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 and/or the parent or guardian's responsibility to pay for any overages in hours and mutually agree upon a solution with the DSW. The client and/or the parent or guardian should always keep records of all time worked for their personal records.

Please sign and return a copy of this Employment Agreement to *HELPERS, INC.*. By signing this Agreement, you agree to comply with its terms and conditions and accept the legal responsibility due under this Agreement.

DIRECT SUPPORT WORKER (DSW)

CLIENT OR PARENT/GUARDIAN

SIGNATURE

SIGNATURE

DATE