

WHO WILL APPLICANT BE EMPLOYED BY: \_\_\_\_\_

APPLICANT NAME (current): \_\_\_\_\_

ALIASES: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

ARE YOU 18 YEARS OF AGE OR OLDER? Yes \_\_\_\_\_ No \_\_\_\_\_

HAVE YOU LIVED OUT OF THE STATE OF MISSOURI IN THE LAST 5 YEARS? \_\_\_\_\_ IF YES, WHERE? \_\_\_\_\_

PHONE NUMBER (home): \_\_\_\_\_ CELL PHONE NUMBER \_\_\_\_\_ EMAIL \_\_\_\_\_

DRIVERS LICENSE NO: \_\_\_\_\_ SOCIAL SECURITY NUMBER: \_\_\_\_\_

Are you now or do you intend to work for another Consumer/Employer or other employer? YES: \_\_\_\_\_ NO: \_\_\_\_\_

If yes, have you ever used a different SSN? YES OR NO (Please circle). If yes, what is the number? \_\_\_\_\_

Are you related to the Consumer/Employer? \_\_\_\_\_YES or \_\_\_\_\_NO If yes, what is the relationship?  
\_\_\_\_\_

**CRIMINAL RECORD**

Have you been convicted of a crime or pled guilty or no consent to a crime (excluding minor traffic offenses)? Yes \_\_\_\_\_ No \_\_\_\_\_

Have you been granted a Good Cause Waiver? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please complete the information section below.

Offense	Date of Conviction or Plea	Location of Conviction or Plea

**CURRENT EMPLOYMENT (If unemployed, enter NONE)**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date Hired: \_\_\_\_\_ Position: \_\_\_\_\_

Duties: \_\_\_\_\_ Days & Hours Scheduled: \_\_\_\_\_

**EMPLOYMENT HISTORY (Most recent first)**

1.) Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date Hired: \_\_\_\_\_ Position: \_\_\_\_\_

Duties: \_\_\_\_\_ Reason for Leaving: \_\_\_\_\_

Are you eligible for rehire? \_\_\_\_\_ If not, explain: \_\_\_\_\_

2.) Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date of Hire: \_\_\_\_\_ Position: \_\_\_\_\_

Duties: \_\_\_\_\_ Reason for Leaving: \_\_\_\_\_

Are you eligible for rehire? \_\_\_\_\_ If not, explain: \_\_\_\_\_

Do you consent to pre-employment and quarterly background checks? YES \_\_\_\_\_ NO \_\_\_\_\_

Do you consent to a closed record (fingerprint) criminal background check if deemed necessary? YES \_\_\_\_\_ NO \_\_\_\_\_

I certify that the answers given herein are true and complete to the best of my knowledge. I understand that omissions, misleading information or false information given in this application may result in Consumer/Employer's refusal to hire me, or if employed, may subject me to discharge at any time after its discovery. I understand any employment with Consumer is conditioned on my consent o criminal background checks as well as the findings/results of such checks. I hereby release any person or organization conducting criminal background checks and/or furnishing criminal record or other background information and Consumer from any and all liability arising out of the conducting of a check or the furnishing of such information. Any such person or organization may rely on a copy of this release.

Attendant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Heartland Independent Living Center (HILC) provides services in Franklin, Gasconade and Maries Counties as well as several surrounding counties.

In the Consumer Directed Services Program, our consumers are responsible for hiring and firing their personal care attendants.

The Department of Health and Senior Services mandates that HILC must provide, upon request, a Registered Attendants List for our Consumers.

The individuals on the list must have a good background check, valid phone number and current mailing address.

If you are interested in working for one or more Heartland CDS Consumers and would like your name added to the attendant's list, please indicate the geographic areas you are willing to work or the distance you are willing to travel in the space provided below.

We will need legible copies of your current driver's license or state ID, and a copy of your Social Security Card. If you have not had a background check processed thru the Missouri Family Care Safety Registry there will be a one-time registration fee for that required background check.

The registration fee indicated on the Worker's Registration Form is \$14.00, the additional \$1.25 is applied by the FCSR for on-line registration.

**YOU MUST USE YOUR LEGAL NAME WHEN COMPLETING THE FCSR FORM.**

**Please list areas you are willing to work**

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**Attendant Direct Deposit Authorization Form**

**Attendant Name:** \_\_\_\_\_

**Consumer/Employer Name:** \_\_\_\_\_

**AUTHORIZATION AGREEMENT:**

I authorize and request Heartland Independent Living Center to electronically deposit my earnings from employment with Consumer to the account designated below. I authorize Heartland to make withdrawals from my account in the event that a deposit is made in error; however, such withdrawal shall not exceed the amount of the credit entry.

I agree that Heartland is not responsible for any delay or loss of funds or other damages of any nature or kind because: (a) I provided incorrect or incomplete information about myself, my employer/consumer/my accounts/my financial institution; (b) my financial institution provided incorrect or incomplete information to me or Heartland; (c) my financial institution erroneously deposited/ withdrew from my account; (d) Heartland made an erroneous deposit to/withdrawal from my account; and/or (3) Heartland, acting upon information/advice received by it from a government agency, department or unit which indicates overpayment to me, withdrew from my account.

This Authorization Agreement remains in full effect until (a) Heartland receives written cancellation notice from me or my financial institution and has had reasonable opportunity to act; or, (b) Heartland gives me 30-days written notice that it is terminating this Authorization Agreement.

**BANK ACCOUNT INFORMATION**

I would like my earnings electronically deposited to the account specified below:

\_\_\_\_\_ **Checking Account:** Attach a voided check. Do not attach a counter check or deposit slip.

\_\_\_\_\_ **Savings Account:** Attach a letter from the financial institution which states its routing number and your account number. Deposit slips are not acceptable.

\_\_\_\_\_ **Debit Card, Prepaid Reloadable Debit Card:** Attach card information including the routing number for card and your account number.

\_\_\_\_\_  
Attendant Printed Name

\_\_\_\_\_  
Attendant Signature

\_\_\_\_\_  
Date

## MEDICAID FRAUD PREVENTION

Heartland Independent Living Center is committed to the proper use of Medicaid resources and to preventing Medicaid fraud. Heartland ILC is, by law, required to report any suspected Medicaid fraud.

The Medicaid Fraud Control Unit of the Attorney General's Office investigates and prosecutes cases of suspected Medicaid fraud and the consequences of a conviction for the **consumer and attendant** can include imprisonment, fines, or both. Annually, all consumers and all attendant care providers will be required to provide Heartland Independent Living Center with a signed statement indicating that each has been provided with a copy of Heartland ILC's Medicaid Fraud Prevention Policy and has read and understood the same. ***If an attendant is employed for any entity or person other than Consumer***, he/she understands that in order to ensure there is no Medicaid Fraud, he/she may be required to provide information (payroll records) which documents that he/she was not working for another employer at the times claimed on timesheets for attendant care services.

**Examples of issues that would be considered Medicaid fraud:** 1) Consumer/Attendant claiming more time for CDS attendant care services than was actually provided by Attendant; 2) Claiming time for CDS attendant care services when Attendant did not work the stated hours; 3) Not recording the correct time and date of attendant care service provided; 4) Any instances of forging required signatures by Consumer or Attendant; and 6) Consumer having two Attendants working at the same time with overlapping hours.; 7) **Consumer clocking in/out of telephony for the attendant.**

Heartland Independent Living Center reserves the right to suspend its services if it is determined that a consumer and/or attendant is **not** in compliance with Heartland's Medicaid Fraud Policy.

Date: \_\_\_\_\_ Attendant Signature; \_\_\_\_\_

Revised 7.28.2020

**HEARTLAND INDEPENDENT LIVING CENTER**  
**Attendant Care Contract**

This Attendant Care Contract is made by Heartland Independent Living Center (HILC), vendor with the State of Missouri for the Consumer Directed Services (CDS) program, and the Attendant/Employee named below on line B who will be employed by the Consumer/Employer named below on line A effective on the date specified below on line C.

A. Consumer/Employer's Name: \_\_\_\_\_

B. Attendant/Employee's Name: \_\_\_\_\_

C. Date of Contract: \_\_\_\_\_

This contract between HILC, Consumer and Attendant defines the terms and conditions under which HILC will make payments on behalf of the Consumer to the Attendant. ***Read thoroughly and initial after each section.***

The Consumer Directed Services Program (CDS) program is consumer-directed, providing support for person with disabilities while allowing them to direct their own care. The **Consumer is the Employer** and must agree to play an active role and be responsible for specific aspects of the delivery of the program in order to receive the service benefits. As a recipient of Consumer Directed Services Program (CDS) through the Missouri Department of Health and Senior Services (DHSS) and the vendor, Heartland Independent Living Center (HILC), the Consumer has the right to receive services without regard to race, color, national origin, sex, age, religion, political beliefs, sexual orientation, or disability.

**1. Definitions and responsibilities.** In order to make this Contract more easily understood, certain terms are defined and various responsibilities are described as follows:

a.) The term "**Consumer/Employer**" means the individual identified in line A. above who requires attendant care services in his/her home. Hereafter, the Consumer/Employer will be referred to as "**Consumer**". Consumer is the employer of the Attendant/Employee and as such is responsible for directing, managing, supervising and the scheduling of Attendant/Employee within the parameters of Department of Health and Senior Services (DHSS) authorized service hours. Consumer is responsible for ensuring the accuracy of Attendant/Employee's hours of service claimed for payment under the CDS program. Consumer, through the fiscal intermediary, will pay the Attendant/Employee for services authorized in Consumer's Plan of Care authorized by DHSS and by conditions of this contract. \_\_\_\_\_

b.) The term "**Attendant/Employee**" means the individual identified in line B. above who, as a party to this contract, agrees to provide attendant care services to Consumer. Hereafter, the Attendant/Employee will be referred to as "**Attendant.**" Attendant is not entitled to be paid through the CDS program until and unless he/she has met/maintained all requirements for rendering attendant care services under the CDS program. \_\_\_\_\_

c.) The term “**Attendant care services**” or “**Attendant care**” means those services that Consumer needs to have provided to him/her within his/her home in order to achieve independent living within the community. 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 insure Consumer’s health and safety, like grocery shopping and laundry. The attendant care services that Attendant will perform under the CDS program will be described and authorized in the Consumer’s Plan of Care. A copy of the pertinent parts of the Consumer Plan of Care will be provided to Attendant upon request and with authorization by Consumer. \_\_\_\_

d.) “**Heartland Independent Living Center**” will be referred to as “**HILC**”. HILC is recognized as a vendor of Consumer Directed Services and enrolled as an Organized Health Care Delivery System with the Department of Health and Senior Services, Division of Senior and Disability Services, HILC is authorized to provide administrative support to Consumer. HILC is authorized to provide fiscal intermediary services as set forth below. \_\_\_\_

e.) HILC provides “**fiscal intermediary services**” “which are those services that must generally be performed in connection with paying an employee. These include calculating the amount that an employee is to be paid, writing payroll checks (or making direct deposits), withholding and paying state and federal income taxes to the appropriate authorities, withholding and paying Social Security (FICA) and Medicare payments and/or employer’s portions as is required by law or regulations and paying them to the appropriate authorities, and making unemployment insurance payments, as well as withholding/paying those amounts as may be required by law or regulations from time-to-time. The fiscal intermediary will provide Attendant with a written summary of all deductions and payments made. The fiscal intermediary 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. The fiscal intermediary will maintain copies of all records required by law or regulations for tax and other purposes, and these shall be the official records documenting the employer/employee (Consumer/Attendant) relationship. \_\_\_\_

**2. Purpose and background information.** The purpose of this Contract is to allow Consumer to interview, hire, direct, manage, schedule, supervise, and discharge his/her Attendant. HILC is a vendor of Consumer-Directed Services and as such it is authorized by the Missouri Department of Health and Senior Services to provide administrative support for Consumer-Directed Services. HILC as the fiscal intermediary will act as an agent for and provide payroll services for Consumer, as explained herein. \_\_\_\_

Consumer will employ Attendant to work in Consumer’s home, at the direction and under the supervision of Consumer, to provide the attendant care services described and authorized in Consumer’s CDS Plan of Care. As employer of Attendant, it is necessary that Consumer, through the fiscal intermediary, withhold and pay all income taxes required by law, as well as all other required withholdings or payments that employers generally make in connection with employees in order to comply with applicable laws and regulations. \_\_\_\_

The fiscal intermediary will perform intermediary services as described above and prepare and write payroll checks to Attendant on behalf of Consumer. \_\_\_\_

**3. Basis for payment.** Attendant will be paid through the CDS program only for those services described and authorized in Consumer's Plan of Care, and no others. Medicaid will provide funds to the fiscal intermediary to pay Attendant on behalf of Consumer for authorized attendant care services actually performed for Consumer. For purposes of CDS, 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.

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**4. Allowable and non-allowable services:** The Attendant care services (bathing, personal hygiene, errands, etc.) are authorized by DHSS based upon unmet needs and are the only services that the Attendant is allowed to perform for purposes of the CDS program. The Attendant care services **MUST** take place in the presence of the consumer and documented accurately, for purposes of the CDS program. Attendant care services not authorized by DHSS are considered non-allowable services and the Attendant will not be paid through the CDS program for performing those services. If additional attendant care services need to be authorized, the consumer can contact DHSS to request a change in their authorized plan of care, or they can contact HILC to assist in that request. The Attendant cannot receive payment under the CDS program for providing care for Consumer's family, pets, friends or visitors. \_\_\_\_\_

**5. Method of payment:**

- a.) HILC will provide Consumer with documentation authorizing payment on behalf of Consumer for the services described and authorized in Consumer's CDS Plan of Care. The documentation will set forth the maximum number of hours to be worked during a specific time period for purposes of the CDS program; and the applicable time period for performance of the attendant services under the CDS program. HILC will also provide Consumer with a method to accurately record and verify the dates and times that services were provided by Attendant for Consumer, as well as the types of activities performed at each visit. \_\_\_\_\_
- b.) **Electronic Visit Verification:** For purposes of the CDS program, Missouri law requires HILC to utilize an electronic visit verification system also referred to as "telephony" to record the date and time that attendant care services (as authorized by DHSS) were provided, as well as the types of services the Attendant provided each date. This telephony system allows for the Attendant to record services they provided for Consumer through a telephone line unique to the consumer and authorized by Consumer. The Attendant is paid on behalf of Consumer under the CDS program based on the service documentation recorded through the telephony system. In cases where Consumer cannot utilize the telephony system in order to properly document the attendant care services provided, HILC will provide an alternate method for Consumer to verify and document the attendant care services provided that is acceptable per CDS program requirements. \_\_\_\_\_
- c.) The Consumer will select the hourly wage rate for Attendant. Payroll will be processed bi-weekly for Attendant on behalf of Consumer under the CDS program. The Consumer is responsible for ensuring the accuracy of documented attendant care services provided during the payroll period. \_\_\_\_\_
- d.) It is imperative that Consumer and Attendant accurately record and report attendant services and hours. Falsification or misrepresentation of any authorized CDS attendant care services constitutes fraud. Payments made on behalf of the Consumer as a result of falsified service documentation will be considered Medicaid fraud and HILC will recoup said payments from Attendant and/or Consumer to the extent consistent with applicable law. Any incidents of intentional fraud will be reported to Missouri Medicaid Audit and Compliance (MMAC) and/or

other appropriate authorities for which the Consumer and/or Attendant may be legally charged.

e.) HILC strongly recommends that Attendant paychecks be direct deposited into a personal bank account. \_\_\_\_\_

**6. Fraud: Heartland Independent Living Center is committed to the proper use of Medicaid resources and to preventing Medicaid fraud.** HILC is a Medicaid vendor/provider and as such all HILC employees are mandated by the State of Missouri to report instances of fraud, and will report instances of fraud to DHSS, Missouri Medicaid Audit and Compliance (MMAC) and the Medicaid Fraud Control Unit of the Attorney General's Office. Medicaid Fraud is punishable by law. The Medicaid Fraud Control Unit of the Attorney General's Office investigates and prosecutes cases of suspected Medicaid fraud and the consequences of a conviction for the Consumer and Attendant can include imprisonment, fines, or both. HILC reserves the right to suspend its services and/or terminate this contract if it is determined that a Consumer and/or Attendant are not in compliance with HILC's Medicaid fraud prevention policies, or if fraud is substantiated. **Examples of issues that would be considered Medicaid fraud:** 1) Consumer or Attendant claiming more time for CDS attendant care services than was actually provided by Attendant; 2) Claiming time for CDS attendant care services when Attendant did not work the stated hours; 3) Not recording the correct time and date of attendant care service provided; 4) Any instances of forging required signatures by Consumer or Attendant; and 6) Consumer having two Attendants working at the same time with overlapping hours. 7) **Consumer clocking in/out of telephony for the attendant.** \_\_\_\_\_

**State Regulation 19 CSR 15-8.400(3)(F) states that attendant cannot be married to their consumer. I hereby acknowledge that I am not married to my consumer.** \_\_\_\_/\_\_\_\_\_

**7. Falsification of Records:** The Consumer or Attendant, who submits false documentation has committed falsification of records. Depending on the circumstances, HILC may suspend its services and/or terminate the contract. Additionally, HILC has the right, and to the full extent consistent with applicable law, will assume the right to recoup any funds from the Attendant should falsification of documented attendant care services be substantiated. Attendant is responsible to HILC for any and all reasonable attorney fees and court costs incurred by HILC associated with securing the repayment of any such funds in the event HILC prevails in a lawsuit filed against Attendant. If the Consumer is found to have conspired to falsify records, they may be held liable to pay back monies involved with the case. The Consumer may also be prosecuted by the State of Missouri, if this determination is made by DHSS, MMAC or the Medicaid Fraud Control Unit of the Attorney General's Office. **A Consumer clocking in/out of Telephony for an attendant is fraudulent.** \_\_\_\_\_/\_\_\_\_\_

If an Attendant is employed for anyone other than Consumer, he/she understands that he/she may be required to provide information (payroll records) which documents that he/she was not working for another employer at the times claimed for providing attendant care services under the CDS program in order to ensure Medicaid fraud has not taken place. \_\_\_\_\_

**8. Conditions and understandings of Contract.** As Medicaid funds are used, in whole or in part, to pay Attendant, 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 or other means, the attendant care services rendered and reimbursed hereunder. \_\_\_\_\_

Attendant understands that he/she is **not an employee of HILC.** Attendant will not represent to



anyone that he/she is an employee of HILC. \_\_\_\_\_

Attendant understands and agrees that pursuant to this contract, he/she is employed solely by Consumer and only for the time period authorized per the CDS program. \_\_\_\_\_

Attendant understands that participation in criminal activity will render them ineligible for participation as an Attendant through the Medicaid funded CDS program. Attendant understands and agrees that he/she shall not begin performing work for Consumer for purposes of the CDS program until HILC has received an original completed application for employment with Consumer and verified a positive background screening through Family Care Safety Registry (FCSR), including the Employee Disqualification List (EDL), Office of the Inspector General, and any other background screening tools utilized by HILC to verify possible criminal activity on the part of the Attendant, and/or Good Cause Waiver through the Department of Health and Senior Services. Once these required documents are in order, HILC will notify Consumer that Attendant can begin performing work for Consumer for which payment can be received under the CDS program. (NOTE: an application and updated background screening must be completed EACH time Attendant is employed by a new Consumer.) \_\_\_\_\_

Attendant agrees that he/she will not be paid on behalf of Consumer under the CDS program for any services rendered to Consumer until a background screening via FCSR, the Office of Inspector General and other background screening tools utilized by HILC, have been performed by HILC and the screenings are clear. Further, Attendant understands that if criminal background is disclosed on the application, or otherwise, the potential Attendant is ineligible to participate in the CDS program unless a Good Cause Waiver is in effect and in good standing. Attendant shall not receive any wages from a fiscal intermediary on behalf of Consumer for services rendered since they are considered ineligible for participation under the CDS program. The Attendant shall not hold HILC responsible for any wages on behalf of Consumer for services rendered prior to a background screening or providing services although criminal background information has been disclosed. \_\_\_\_\_

Attendant understands and agrees that State law mandates an initial background screening for every potential Attendant. Additionally, subsequent Family Care Safety Registry (FCSR), EDL (Employee Disqualification List) and Office of Inspector General background screenings shall be performed upon the Attendant's request to be employed by an additional consumer, as well as on a quarterly/monthly basis. If Attendant's name appears on the EDL list, they are immediately prohibited from working in any Medicaid program, and there are no appeal rights for the Consumer or Attendant. If a criminal background is discovered for Attendant which has not been previously disclosed to HILC or on a subsequent background screening, the Attendant is ineligible to perform work under the CDS program and this contract will be terminated. \_\_\_\_\_

The consumer will be notified if there are any findings during the background screenings that will prevent the Attendant from working under the CDS program. Only Attendants who are registered, screened and eligible for employment pursuant to the FCSR, Office of Inspector General and other applicable state and federal regulations can perform work under the CDS program. \_\_\_\_\_

**9. Attendant Eligibility:** Attendant understands and agrees that he/she must meet the following criteria in order to be qualified to provide personal attendant care services under the CDS program:

- Must be eighteen (18) years of age or older

- Must be able to meet the physical and mental demands required to perform specific tasks required by Consumer
- Must agree to maintain confidentiality
- Must be emotionally mature and dependable
- Must be able to handle emergency type situations appropriately
- Must NOT be the Consumer's spouse
- Must NOT have been granted Power of Attorney over Consumer \_\_\_\_\_
- Must NOT participate in any criminal activity \_\_\_\_\_

**10. Mandated Reporter.** Attendant agrees and understands that he/she is required by law to report suspected abuse, neglect, and/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.** \_\_\_\_\_

**Identification of abuse, neglect, and/or exploitation:** Abuse: The infliction of physical pain or injury. This may include, but is not limited to cuts, bites, bone fractures, burns, bruises, and beatings. Neglect: Failure to provide an older person with adequate food, clothing, shelter, or medical care by the person who has assumed responsibility for the care of the person. Exploitation: Use of a person's resources by a caretaker or family member to the disadvantage of that person or the profit or advantage of a person other than the person being cared for. This may include, but is not limited to depleted bank account with no reasonable explanation, large bank withdrawals, and Social Security check missing, and/or unpaid bills when income is adequate. The law classifies **Attendants as mandated reporters** regardless of the identity of the victim or perpetrator. Failure to report is a Class A misdemeanor, and a placement on the EDL. HILC employees are also mandated by law to report any suspicion of abuse, neglect, or exploitation to the Department of Health and Senior Services (DHSS). \_\_\_\_\_

**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 HILC nor the State of Missouri has any liability for such injuries or illness. \_\_\_\_\_

**12. Direction and supervision by Consumer.** Attendant understands and agrees that he/she will perform the attendant care services specified in Consumer's Plan of Care under the direction and supervision of Consumer on such dates and at such times as agreed upon by Attendant and Consumer; however, if the service time exceeds the number of hours authorized for service through the Consumer's Plan of Care, the time is not payable through a fiscal intermediary on behalf of Consumer under the CDS program. \_\_\_\_\_

**13. Termination for cause.** Attendant understands and agrees that he/she is an at-will employee of Consumer and that he/she can resign at any time and for no reason or any lawful reason and Consumer can discharge Attendant at any time and for no reason or any lawful reason unless Consumer and Attendant separately agree to more limited circumstances under which the employment relationship can be terminated. Consumer shall notify HILC when his/her employment relationship with Attendant ends. This Contract shall terminate upon the termination of the employment relationship between Consumer and Attendant. \_\_\_\_\_

**14. Confidentiality.** Attendant understands that Consumer is entitled to have his/her protected health information treated with confidentiality. Attendant agrees to protect and maintain Consumer's

confidentiality pursuant to HIPPA and any other applicable laws concerning confidentiality of Consumer's information. Under no circumstances will Attendant discuss or disclose any of Consumer's protected health information without legal authorization. Consumer's right to confidential treatment of protected health information survives the termination of this Contract. \_\_\_\_\_

**15. Hospital stays.** For purposes of the CDS program, the Attendant is *not* authorized to provide services to the Consumer during the Consumer's hospital stay. Should an Attendant receive wages through the CDS program during the Consumer's hospital stay, HILC has the legal right to recoup the entire amount to the full extent consistent with applicable law as identified by the Department of Health and Senior Services. Additionally, the Attendant and Consumer will be referred to the Central Registry Unit for an investigation. For purposes of the CDS program, the hours that are not used during the Consumer's hospital stay may be made up during the same month upon specific approval by HILC after reviewing Consumer Plan of Care. \_\_\_\_\_

**16. Miscellaneous provisions.** This Contract shall be interpreted in accordance with and governed by the State of Missouri laws. The place of contract is the county where HILC has its principle office.  
\_\_\_\_\_

**17. Code of Ethics.** HILC will provide a written code of ethics which is distributed to all attendants and consumers of the CDS program. The code of ethics shall allow use of the bathroom facilities, and with the consumer's consent, allow the attendant to eat lunch provided by the attendant, in the consumer's home. The code of ethics shall be reviewed with the consumer by the vendor/HILC and recommended consumer enforce with the attendant, include, at a minimum, the following prohibitions:

1. Consumption of consumer's food or drink (except water);
2. Use of consumer's telephone for personal calls;
3. Acceptance of gifts or tips;
4. Bringing other persons to the consumer's home;
5. Consumption of alcoholic beverages, or use of medicine or drugs for any purpose other than medical, in the consumer's home or prior to service delivery.
6. Smoking in the consumer's home;
7. Solicitation or acceptance of money or goods for personal gain from the consumer;
8. Breach of the consumer's privacy and confidentiality of information and records;
9. Purchase of any item from the consumer even at fair market value;
10. Assuming control of the financial or personal affairs, or both, of the consumer or of his/her estate including power of attorney, conservatorship or guardianship;
11. Taking anything from the consumer's home; and
12. Committing any act of abuse, neglect or exploitation.

\_\_\_\_\_/\_\_\_\_\_  
The invalidity or unenforceability of any portion or provision of this Contract shall not effect, impair, or render unenforceable any other portion or provision. It is intended that each provision herein that is invalid or unenforceable as written be valid and enforceable to the fullest extent possible. 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. All understandings, agreements, offers, representations, and/or writings made by the parties to this Contract prior to the Date of Contract specified in line C. above are hereby merged in this contract and are of no force and effect unless specifically set forth in this contract. \_\_\_\_\_

The captions in this Contract are for convenience only and are not to be construed as substantive parts of this contract. \_\_\_\_\_

This contract shall not be modified except in writing signed and dated by all parties. \_\_\_\_\_

At the time of termination of this contract Attendant agrees to promptly provide Consumer with any attendant services documentation required so that the last payroll for Attendant may be completed.  
\_\_\_\_\_

**Signatures. BY SIGNING BELOW YOU ACKNOWLEDGE YOU HAVE READ THIS CONTRACT, YOU ACCEPT IT, UNDERSTAND IT, AND AGREE TO ITS TERMS.**

**Accepted:**

\_\_\_\_\_  
**Signature: Employer/Consumer**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Signature: Employee/Personal Care Attendant**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Signature: HILC Representative/Title**

\_\_\_\_\_  
**Printed Name**

**END OF DOCUMENT**

## Attendant Signature Update

Due to the continued desire of Heartland Independent Living Center to *prevent* Medicaid fraud, this form is to be signed and witnessed by a staff member of Heartland Independent Living Center. A picture ID must be shown at the time of completion and please note the name of the Consumer on line provided. **ONE FORM FOR EACH CONSUMER** (even if attendant is *employed* with more than one.)

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Attendant

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Consumer

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Witness (CIL Rep)

## POC UTILIZATION

Heartland Independent Living Center is committed to the care of our consumers. The State develops a Plan of Care (POC) for you, the Consumer, based on your needs. Your POC is based on your needs for different tasks and the number of days you need those tasks completed.

Not utilizing your POC means your needs are not being met. This can lead to two actions: 1) When you are reassessed and it is noted that you have not been using your time, the state will decrease your Plan of Care units and/or 2) A Hotline call for neglect/abuse of you, the consumer will be made.

Heartland Independent Living Center is a mandated reporter. If we know a consumer is being neglected and/or abused, Heartland is mandated to report that to the state. Attendants are also mandated reporters.

If your POC is not being utilized due to a legitimate reason such as a hospitalization, rehab, being out of town etc., your CDS Specialist or the Heartland Payroll staff should be advised by either you or someone you have designated to notify Heartland.

By signing this form you are stating you have read and agree with the statements outlined herein.

\_\_\_\_\_  
Consumer

\_\_\_\_\_  
Attendant

Date: \_\_\_\_\_

Date: \_\_\_\_\_