

In this issue:

- ◆ Background Check Renewal
- ◆ Rate Increase
- ◆ Client Obligation Bill
- ◆ Clock in and out procedures
- ◆ Independence Day

Waiver	OLD Rate	NEW Rate
IDD	\$ 10.30	\$ 10.40
IDD PARENT	\$ 11.15	\$ 11.25
PD	\$ 11.05	\$ 11.15
PD PARENT	\$ 11.95	\$ 12.05
TBI	\$ 11.60	\$ 11.70
TA	\$ 12.95	\$ 13.05
ONR	\$ 76.30	\$ 77.30
ECS	\$ 76.30	\$ 77.30
FE	\$ 10.60	\$ 10.70
VALUE ADDED - NO CHANGE	\$ 9.50	\$ 9.50
CDDO	\$ 10.30	\$ 10.40

Background Check Renewal Reminder

It is mandated by the State of Kansas that background checks are run every two years. If it is time for your employees to renew their background checks, you will receive a letter in the mail from Life Patterns.

The letter will include the worker's name, three background check forms and the date they need to be returned. You can return the forms by mail, e-mail or fax.

*****It is MANDATORY that these forms be returned by the date provided on the letter. If we do not get them back on time, your worker(s) will be inactivated, should not work and will NOT be back paid for their hours missed.**

Rate Increase

The State of Kansas granted a rate increase for HCBS waiver services, effective July 1, 2019. The new maximum pay rates are as follows (*on the table to the left*).

As the employer, what do you need to do?

- ◆ If you would like to increase your employees pay you **MUST** complete a new Employment Agreement & Payroll Provider Agreement. We have included one copy of each with this newsletter, you can make additional copies or print copies from our website. If you **DO NOT** want to make a change at this time you do not need to send in new forms – **NO CHANGES WILL BE MADE WITHOUT THE NEW FORMS.**

You can return your forms:

- ◆ **By mail** – 3300 SW 29th ST, STE 100, Topeka, KS 66614 or PO BOX 418 Montezuma, KS 67867
- ◆ **By email** – kristen@lifepatternsks.org or sara@lifepatternsks.org
- ◆ **By fax** – Topeka office: 785.273.3816 / Montezuma office: 620.846.2340

If you have questions do not hesitate to call!

CLIENT OBLIGATION BILL

Although not signed as of this newsletter date, Governor Kelly has indicated that she plans on signing Senate Bill 10! This bill increases the monthly income level from \$747 to \$1,177, thus lowering client obligations. The current plan is for this increase to be effective January 1, 2020. There is some talk of trying to push the effective date up – we will keep you posted!

Limitations for Personal Care Services

One-to-One Support:

- ⇒ This is a one-to-one support, meaning that only one worker can be clocked in for one participant at a given time. A worker can never be clocked in for two participants at the same time, nor can two workers be caring for one Participant at the same time (unless otherwise stated on the participant's ISP).
- ⇒ A worker must be with the Participant, caring for them, at all times when they are clocked in. This can be in the Participant's home or in the community. Type of care given is to be within the limitations set on the Integrated Service Plan.
- ⇒ Personal Care Services has a maximum of 12 hours per day of Personal Care Services, all workers combined.
- ⇒ Each worker should be scheduled to stay within 40 hours per week, and to stay within the monthly limit that the Participant's ISP allows.
- ⇒ The FE, PD, and TBI waivers are the only waivers that have a weekly limit set for the Participant. If that's the case, then all workers combined need to stay within that set weekly limit and the monthly limit.

Hospital or other Institution:

- ⇒ Workers should never be scheduled any time after the Participant is admitted to an inpatient or residential hospital, nursing facility, or any other care facility/institution.
- ⇒ Knowingly claiming hours when the Participant is being cared for in another institution will likely result in criminal investigation of Medicaid fraud, resulting in, at a minimum, repayment of services and possible criminal charges being filed.

School Hours:

- ⇒ The Participant or their Designated Representative should not schedule staff to work during hours in which the Participant is in a school setting, with exception to the TA Waiver.
- ⇒ Personal Care Services should not be used for education, as a substitute for educationally related services, for transition services, or in place of school as outlined in the Integrated Service Plan.
- ⇒ Education services, according to KMAP's HCBS IDD Manual, must be equal to or greater than the seven hours per day in which school is regularly in session; however, these hours do not have to be consecutive. This includes homeschool and any other type of private institution.
- ⇒ The Integrated Service Plan should indicate the difference between educational services and Personal Care Services.

Enhanced Care Services

- ⇒ Enhanced Care Services provides overnight assistance. The worker may sleep, but must be immediately available if help or assistance is needed.
- ⇒ There is a minimum of 6 hours that must be provided to be paid for the service, and a maximum of 9 hours.

Overnight Respite

- ⇒ Overnight Respite is temporary overnight care provided for children 5-18 years old, to give the primary caregiver rest, a break, vacation, etc.
- ⇒ There is a minimum of 8 hours that must be provided to be paid for the service.

Life Patterns will be closed on
Thursday, July 4th and Friday, July 5th for
Independence Day!



EMPLOYMENT AGREEMENT

Between HCBS Participant and Direct Support Worker (DSW)

This Employment Agreement ("Agreement") is made and entered into on the date appearing below by and between the Employer (personally or by and through Employer's Responsible Party) and the Employee to provide services for the benefit of the designated HCBS Participant.

Employer/HCBS Participant: _____

Employer's Responsible Party Directing Services (if applicable): _____

Employee/Direct Support Worker (DSW): _____

Employer and Employee (the "Parties") agree to the following terms and conditions:

1. Home and Community Based Services ("HCBS") Waiver Participant. The Employer is a participant in the Kansas HCBS _____ (IDD, PD, TBI, TA) Medicaid Waiver Program.
2. Self-Direct Elective. The Employer has elected to self-direct his or her HCBS attendant care services.
3. Employment. The Employee agrees that he/she will always faithfully, industriously, and truthfully perform all the duties required of his/her position. The Employer is solely responsible for scheduling Employee's work hours. In carrying out these duties and responsibilities, the Employee shall comply with all Employer directives, both written and oral, as are announced by the Employer from time to time. It is also understood and agreed to by the Employee that his assignment, duties and responsibilities and reporting arrangements may be changed by the Employer without causing termination of this agreement; provided however, such duties shall be subject to the contents and hourly limitations as contained in the Employer's HCBS Plan of Care.
4. Employment Orientation. Shortly after hiring and before the Employee can begin working, Employee shall contact the Employer's Financial Management Service ("FMS") provider, Life Patterns, Inc., to complete all payroll information, to receive various information and instruction regarding the use of the *AuthentiCare* system, and to provide information regarding required background checks. Use of the *AuthentiCare* system is mandatory. Employee shall abide by all directions, policies and procedures established by the FMS provider.
5. Compensation. As full compensation for services provided, Employee shall be paid at the rate to be established by the Employer and the HCBS waiver program. Such payments shall be subject to such normal statutory deductions (State and Federal) by the Employer's FMS Provider. The Employer determines that the Employee shall be paid within the pay range provided by Life Patterns, Inc. for DSWs at the rate of:

\$_____ per hour for Personal Care Services (PCS)

\$_____ per night for Enhanced Care Services (ECS) (if applicable)

\$_____ for Overnight Respite Services (if applicable)

(NOTE: This amount is subject to yearly change based on rates of state/federal unemployment and worker's comp insurance.)
6. HCBS Plan of Care Provisions. Employee acknowledges that attendant care hours and services provided shall be as specified in the Employer's Plan of Care. Employee further agrees and understands that the Plan of Care is subject to change based on the Employer's health and welfare needs. Any services provided outside the Plan of Care will be not be paid by Life Patterns, Inc.

7. Compliance with Federal/State Laws and HCBS Program Waiver/Policies. The Employee further agrees to strictly comply with any applicable statutes, regulations or policies, state or federal, which relate or pertain to HCBS waiver services.
- Services cannot be provided to anyone who is an inpatient of a hospital, nursing facility, or ICF-IID.
 - No more than one worker can be paid for services at any given time of day.
 - Personal Care Services (PCS) cannot be provided in a school setting and cannot be used for education, as a substitute for educationally related services
 - Personal Care Services (PCS) cannot be provided for more than 12 hours max per day (unless written approval for exception by MCO is received by Life Patterns).
 - Personal Care Service workers are required to pass background checks consistent with KDADS background check policy prior to providing support and comply with all regulations related to abuse, neglect, and exploitation.
 - You must be with the individual you are providing support to and clocked in to be paid for the support.
 - You and the individual receiving services must be awake to be paid for PCS services.
8. Payment for Services Rendered. Employee shall strictly comply with all rules, regulations, and/or policies (State or Federal), including those maintained by the *AuthentiCare* system, regarding logging of units/hours of services provided daily to receive payment for services rendered. Failure to provide accurate and truthful data regarding services rendered may result in termination and referral to State and/or Federal authorities for Medicaid Fraud, criminal prosecution or the like.
9. Agreement Term. This Agreement shall remain in effect pending the earlier occurrence of one of the following events: The denial of the Employer's Medicaid eligibility; the termination/closure of the Employer's HCBS case; the termination of the Employee as the Employer's self-directed worker (voluntary or involuntary termination); or the termination of the Employer's right to self-direct his or her care.
10. Termination. The Employee acknowledges that he/she is an Employee at will, and that Employer may terminate this Agreement, with or without cause, upon verbal or written notice to the Employee.
11. Benefits. The Employee shall be covered by Worker's Compensation Insurance (if elected by employer) and State and Federal Unemployment Insurance. No other benefits (health insurance, life insurance, sick pay) shall be paid under this Agreement.
12. Miscellaneous. 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 the parties hereto. The invalidity or unenforceability of any provisions 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 (written or oral), 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 Shawnee County, Kansas.

Please sign this Agreement and provide a fully executed copy to Life Patterns, Inc.

I have read and understand the terms and binding legal effect of this Agreement.

Employer/HCBS Participant

Date

Employee/Direct Support Worker

Date



PAYROLL PROVIDER AGREEMENT

Between Payroll Provider and Direct Support Worker (DSW)

This Employment Agreement ("Agreement") is made and entered into on the date appearing below by and between the Payroll Provider and the Employee to provide services for the benefit of the designated HCBS Participant.

Employer/HCBS Participant: _____

Employee/Direct Support Worker (DSW): _____

Payroll Provider and Employee (the "Parties") agree to the following terms and conditions:

1. HCBS Plan of Care Provisions Employee acknowledges that attendant care hours and services provided shall be as specified in the Employer's Plan of Care. Employee further agrees and understands that the Plan of Care is subject to change based on the Employer's health and welfare needs. Any services provided outside the Plan of Care will be not be paid by Life Patterns, Inc.
2. Compliance with Federal/State Laws and HCBS Program Waiver/Policies The Employee further agrees to strictly comply with any applicable statutes, regulations or policies, state or federal, which relate or pertain to HCBS waiver services.
 - Services cannot be provided to anyone who is an inpatient of a hospital, nursing facility, or ICF-IID.
 - No more than one worker can be paid for services at any given time of day.
 - Personal Care Services (PCS) cannot be provided in a school setting and cannot be used for education, as a substitute for educationally related services
 - Personal Care Services (PCS) cannot be provided for more than 12 hours max per day (unless written approval for exception by MCO is received by Life Patterns).
 - Personal Care Service workers are required to pass background checks consistent with KDADS background check policy prior to providing support and comply with all regulations related to abuse, neglect, and exploitation.
 - You must be with the individual you are providing support to and clocked in to be paid for the support.
 - You and the individual receiving services must be awake to be paid for PCS services.

Failure to provide accurate and truthful data regarding services rendered may result in termination and referral to State and/or Federal authorities for Medicaid Fraud, criminal prosecution or the like.

3. Over-payment of Payroll Withholding / Reimbursement
I, _____, understand that any services that are out of compliance with my employer's Plan of Care as noted above and have been paid to me by the Payroll Provider, and/or any amounts that have been paid to me that are in error or are unearned must be returned to Life Patterns. By my signature below I authorize Life Patterns to withhold from the next payroll and subsequent pay periods until the overpayment is reimbursed in full. Payroll deductions will be calculated based on the Federal minimum wage withholding guidelines. I understand, that at my choosing, I may submit the full amount of any overpayments within thirty (30) days of notification and forgo future payroll deductions. I understand that if my employment with my employer, the HCBS Participant, is terminated Life Patterns will initiate garnishment procedures.

I have read and understand the terms and binding legal effect of this Agreement.

Life Patterns, Inc

Date

Employee/Direct Support Worker

Date