

ANOTHER DAY, INC.

Home and Community Based Waiver (HCBS) Program.

MR/DD Waiver Packet for the Consumer

Another Day Inc.

Is a Financial Management Service (FMS) provider that specializes in payroll management and direct support worker placement for families with individuals enrolled in Home and Community Based Services (HCBS) Waiver Programs.

Mission Statement

Another Day, Inc. is dedicated to serving people in need of support and assistance in order to enhance their quality of life by promoting independence and participation in all aspects of the community.



Corporate Office:

11802 W. 77th St.
Lenexa KS, 66214
P: 913-599-2221
F: 913-599-5660

Wichita Office:

4031 East Harry St.
Wichita KS, 67218
P: 316-771-7405
F: 316-771-7201

Toll Free Phone: 1-866-599-2221

Address: 11802 W 77th St. Lenexa, KS 66214

Phone: 913-599-2221 Fax: 913-599-5660 Toll Free: 1-866-599-2221

Website: www.anotherday.info E-mail: office@anotherday.info

Our Services

We provide payroll management activities for direct support workers, including:

- Withholding and paying state and federal payroll taxes.
- Paying workman's compensation insurance.
- Providing direct deposit and issuing payroll checks.
- Performing third party billing.

In addition we also provide Human Resources support when requested by the self-directing individual. These resources include:

- Helping connect consumers to qualified and compassionate caregivers.
- Providing Information and Assistance to Consumers on self-directing services.
- Providing access to training.

Our Commitment

- Ensuring self-directing individuals maintain control and oversight.
- Protecting our client's privacy.
- Protecting individuals from fraud and abuse.

PLEASE RETURN THE FOLLOWING INFORMATION

The following documents need to be returned to Another Day, Inc. to ensure we are able to provide Financial Management Services to you.

- _____ **Consumer Information Sheet** – Another Day, Inc. must have this information in order to process timesheets and generate paychecks.
- _____ **Service agreement between Another Day, Inc and Consumer** – The parent or guardian of the person with special needs must complete this contract and return a signed copy to Another Day, Inc. (We will return a copy to you for your records.)
- _____ **Financial Management Services Provider and Consumer Agreement.**
- _____ **Insurance Verification Form – including** a copy of your insurance card (if applicable).

Please contact our office if you have any questions regarding any of the above information.

CONSUMER RIGHTS

1. To be free from physical or psychological abuse or neglect, and from financial exploitation.
2. To have control over your financial resources.
3. To actively and meaningfully participate in decisions affecting your life.
4. Privacy, including the protection of the contents of records pertaining to services received.
5. To be able to receive any visitors and to communicate, associate and meet privately with family and friends of your choice.
6. To be treated with dignity, respect and courtesy.
7. To receive due process.

CONSUMER INFORMATION SHEET

This sheet must be **completed and returned** to Another Day, Inc before any time sheets can be processed and payments made. This information is required for Medicaid billing.

Consumer Information:

Consumer's Name: _____
(Last) (First) (Middle Initial)

Address: _____
(Street) (Apt #)

(City) (County) (State) (Zip)

Birth date: _____ Gender: _____

Medicaid #: _____ Diagnosis: _____

Social Security #: _____

Parent/Guardian Information:

Parent/Guardian's Name: _____
(Last) (First)

Address: _____
(Street) (Apt #)

(City) (County) (State) (Zip)

Phone #: (_____) _____ (_____) _____
(Home) (Work)

E-Mail Address: _____

Other Contact Numbers: _____

Case Manger Information:

Case Manager's Name: _____ Organization: _____

Phone: _____ Ext: _____ E-mail _____

Address: 11802 W 77th St. Lenexa, KS 66214

Phone: 913-599-2221 Fax: 913-599-5660 Toll Free: 1-866-599-2221

Website: www.anotherday.info E-mail: office@anotherday.info

**CONSUMER DIRECTED ATTENDANT CARE PROGRAM,
POLICIES AND PROCEDURES AGREEMENT**

This Agreement is made and entered into this _____ day of _____, 201__ between Another Day, Inc. ("ADI") and _____, Recipient of Services ("Consumer"), and the Direct Support Worker ("DSW")_____. The above persons have entered into this agreement for the purpose of enabling the Consumer to obtain and maintain In-Home Health Services under the Consumer's direction. It is therefore agreed as follows:

1. ADI, as the Financial Management Services ("FMS"), will:
 - 1.1. Maintain time and leave records pursuant to information received from Consumer for each DSW, collect all time sheets, calculate payroll in compliance with applicable federal and state laws, pay for appropriate FICA, Medicare, worker's compensation, federal and state taxes, and insurance. UNDER NO CIRCUMSTANCES WILL HOURS EXCEEDING THE NUMBER OF HOURS ON THE CONSUMER'S PLAN OF CARE BE PAID. (CONSUMERS ARE RESPONSIBLE FOR UNREIMBURSABLE HOURS DUE TO REPORTING ERRORS).
 - 1.2. Submit bills for Medicaid reimbursement to Kansas Medical Assistance Program ("KMAP") on behalf of the Consumer and DSW.
 - 1.3. Upon receipt of payment from KMAP, pay the DSW the regular rate for the services provided by the DSW in connection with the services for which KMAP has provided reimbursement.
 - 1.4. Upon the request of Consumer, act to mediate problems relating to payroll and time records if questions or conflicts arise.

2. Consumer will:
 - 2.1. Recruit, interview and hire both regular DSW's and back-up DSW's to serve when regular DSW's are unavailable for work. According to the Agreement, a "DSW" is defined as follows:
 - 2.1.1. A non-professional attendant hired by Consumer to assist with non-medical daily living activities, including but not limited to bathing, transferring, dressing, eating, preparing meals, light housekeeping, as well as other activities related to the health, safety, and welfare of consumer in the home, such as acting as a companion in the home or community, providing incidental teaching (following the guidelines of the "home program") and providing services under the Plan of Care developed by Consumer's Case Manager.
 - 2.2. Complete or have prospective DSW complete the application form or forms provided by ADI and deliver said forms to ADI.
 - 2.3. DSW's between the ages of 16 and 18, may not be an immediate family member.
 - 2.4. In order for the parent/guardian to be the DSW, the client must be 18 years of age.
 - 2.5. Enroll the DSW and back-up DSW's with ADI for payment.

- 2.6. Train the DSW and back-up DSW's to do the tasks that are to be performed according to the Plan of Care.
 - 2.7. Set the schedules of the DSW, including appropriate time off, and assure that accurate time records are submitted bi-monthly. HOURS EXCEEDING LIMITS AUTHORIZED BY PLAN OF CARE WILL NOT BE PAID.
 - 2.8. Provide proper supplies and material for DSW to perform their duties.
 - 2.9. Supervise the DSW to insure they follow appropriate policies and procedures in this Agreement and, if necessary, dismiss said DSW according to the Agreement. ADI must be notified by Consumer immediately of such dismissal.
 - 2.10. Notify the Case Management Agency and ADI of any change in Consumer's medical condition or needs affecting the provision of service, such as hospitalization or need of more hours of service.
 - 2.11. Submit written notification to Case Management Agency and ADI if Consumer desires to discontinue the option to self-direct their program or desires to terminate their care.
3. Direct Support Workers ("DSW") will:
- 3.1. Submit all time records on a bi-monthly, basis as directed by ADI for processing and payment.
 - 3.2. Be responsible for knowing the coverage benefit limits of Consumer's Plan of Care and limit hours billed to the number of hours covered by such Plan of Care. If the aggregate of hours billed by each DSW in connection with Consumer exceeds the number of hours covered under the Plan (either solely by one DSW or through a combination of DSW's), DSW will either waive all charges in excess of the hours authorized by such Plan of Care or seek reimbursement directly from Consumer, as appropriate.
 - 3.3. Comply with all reasonable requests of Consumer as contemplated in this Agreement.
4. The Consumer also understands that ADI or the DSW may provide Consumer's records to the Kansas State Department of Social and Rehabilitation Services ("SRS") as a part of a periodic evaluation or audit.
5. Consumer and DSW also understand that the DSW is responsible for his/her own accident/disability insurance coverage at all times. Although, ADI may assist the DSW in obtaining coverage, ADI is under no obligation to do so.
6. Consumer and the DSW understand and agree that the DSW is employed by Consumer, not ADI. ADI SHALL NOT BE RESPONSIBLE OR LIABLE FOR INJURY OR DAMAGES RESULTING FROM THE ACTIONS OR INACTION OF DSW OR CONSUMER. ADI SHALL BE INDEMNIFIED AND HELD HARMLESS FOR ANY LOSS OR DAMAGES RESULTING FROM THE ACTIONS OR INACTION OF DSW OR CONSUMER.
7. DSW's, including back-up DSW's, are to adhere to the following policies. Failure to do so may result in termination of employment by Consumer or cancellation of this Agreement by ADI.

- 7.1. The DSW is under the direct supervision of Consumer for whom they are providing assistance. Responsibility for scheduling, or administration of the program, terminating employment, and accuracy of time records is with Consumer.
- 7.2. DSW's are considered employees at will and may be terminated at any time with or without cause by Consumer.
- 7.3. DSW's are responsible to follow all training and personal care instructions of the Consumer to whom they are providing assistance. All assistance being provided must be included in the approved Plan of Care.
- 7.4. DSW's are responsible for submitting accurate time sheets bi-monthly to ADI and shall indemnify and hold harmless Consumer and ADI for any loss or damages as a result of submitting inaccurate time records. The process for submitting time sheets and receiving payment are as follows:
 - 7.4.1. The DSW shall complete a daily log, which shall include recording in and out times and totaling each day's hours.
 - 7.4.2. Each day's activities shall be initialed by the DSW as services are rendered. This is in accordance with Kansas Medicaid Regulations.
 - 7.4.3. At the end of the reporting period, DSW shall calculate total hours, insuring that total hours do not exceed authorized hours of service, AS INDICATED ABOVE, HOURS EXCEEDING LIMITS AUTHORIZED BY PLAN OF CARE WIL NOT BE PAID BY ADI.
 - 7.4.4. DSW shall sign and date time sheets and submit to Consumer for approval and signature.
 - 7.4.5. For payment processing, all time sheets of the DSW need to be submitted together and be received by ADI by the 5th and 20th of each month, (a reminder of the dates is located at the bottom of each timesheet).
 - 7.4.6. Time sheets must be signed and dated by both the Consumer and the DSW. Incomplete time sheets will be returned. THIS MAY CAUSE A DELAY IN PAYCHECK PROCESSING.
 - 7.4.7. DSW are responsible for presenting all employment disputes, including wage disputes, to Consumer for whom the assistance is being provided. Related questions may then be delivered by Consumer to an ADI staff member.
 - 7.4.8. DSW's are responsible for performing services in a courteous, safe, and professional manner at all times.
 - 7.4.9. DSW's are expected to follow generally accepted safety procedures while performing personal assistance tasks.
 - 7.4.10. All DSW are responsible to report all work-related incidents that result in, or may result in, injury to themselves or the Consumer for which they provide assistance, or the property of either, to Consumer and the designated ADI administrative staff member prior to the close of business that day (5:00 p.m.). If the incident occurs after 5:00 pm, it must be reported prior to noon the following working day.
 - 7.4.11. Any pre-planned absence must be approved, in writing, by Consumer receiving services under this program. Missing work without approval of Consumer may result in termination of employment by Consumer. Absence record is to be maintained by Consumer.

- 7.4.12. DSW's are expected to arrive at their job site as scheduled by Consumer. All DSW are required to provide Consumer advance notice of any necessary changes in scheduled arrival of work.
8. ADI will pay the DSW on the 1st and 16th of each month for Kansas Medical Assistance Program accepted claims.
9. Consumer acknowledges having received and read a copy of the Declaration of Patient Rights.
10. ADI agrees to maintain a list of prospective applicants from which Consumer's may recruit DSW's in the event that Consumer requests help in locating a DSW. Provided, however, that ADI shall only provide such list as a courtesy to the Consumer and ADI makes no recommendations regarding DSW's and makes no claim as to the qualifications or competency of any DSW's on such list and shall not be liable for the actions or inaction of any such DSW. Consumer shall be solely responsible for evaluating and determining whether any DSW meets the appropriate level of competence, qualification and trustworthiness.
11. ADI may cancel this agreement and discontinue these services at any time for any reason.
12. This Agreement will be governed by the laws of the State of Kansas.

Consumer/Parent/Guardian Signature

Date

Direct Support Worker's Signature

Date

ANOTHER DAY, INC.

By: _____
President CEO –Greg Olson

Date



Financial Management Services Provider and Consumer Agreement

This Financial Management Services and Consumer Agreement (the “Agreement”) is made and entered into this ___ day of _____, 2011, by and between **Another Day, Inc.** and _____ (“Consumer”), all of whom may collectively be referred to as the parties. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

1. The Consumer (“Consumer”) is a participant in an HCBS Waiver program administered by the Kansas Department of Social and Rehabilitation Services (SRS), and has elected to self-direct his or her services.
2. The Consumer has further selected Another Day, Inc. to provide Financial Management Services.
3. The Consumer agrees to strictly comply with Consumer's Plan of Care and any and all other applicable HCBS Waiver program requirements.
4. The Consumer further agrees to strictly comply with any instructions, rules or policies maintained by Another Day, Inc. with regard to billing and payment and further acknowledges and consents to the following services performed by Another Day, Inc.: Such services shall include, but not be limited to: processing of time worked by Direct Support Worker; billing Medicaid on the Consumer’s behalf; distributing pay checks or electronic deposits for services rendered; and withholding, filing and paying appropriate taxes.
5. The Consumer 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.
6. This Agreement shall remain in effect pending the earlier occurrence of one of the following events: The denial of the Consumer's Medicaid eligibility; the termination/closure of the Consumer's applicable HCBS case; the termination of the Direct Support Worker as the Consumer's self-directed worker; the termination of the Consumer's right to self-direct his or her care; or by 30 days prior written notice of termination of the agreement by Another Day, Inc.
7. Though SRS is not a party to this Agreement, the parties specifically intend that SRS be a third-party beneficiary and, as a result thereof, further acknowledge and agree that SRS may, at its option, enforce the terms of this Agreement.
8. 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 Shawnee County, Kansas.

Date:

Consumer:

Date:

Guardian/Representative

(If signing on behalf of consumer)

Date:



Greg G. Olson

Chief Executive Officer, Another Day Inc.

EMPLOYMENT SERVICE AGREEMENT

This Employment Service Agreement (the "Agreement") is made and entered into this ___ day of _____, 2011, by and between _____ ("Consumer") and _____ (hereinafter Direct Support Worker-"DSW"), all of whom may collectively be referred to as the parties. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

1. The Consumer is a participant in an HCBS Waiver program administered by the Kansas Department of Social and Rehabilitation Services (SRS).
2. The Consumer has selected the DSW to be his/her self-directed worker for applicable HCBS Waiver services.
3. Both the Consumer and the DSW agree to strictly comply with Consumer's Plan of Care and any and all other applicable HCBS program requirements.
4. Both the Consumer and the DSW agree to strictly comply with any instructions, rules or policies maintained by the Financial Management Services Provider with regard to DSW's billing and payment for services rendered.
5. Both the Consumer and the DSW agree to strictly comply with any and all Kansas statutes, regulations, or policies relating or pertaining to services provided to an HCBS waiver program Consumer and for payment for such services.
6. DSW further agrees to cooperate with the Consumer's Case Manager and SRS regarding any questions and/or inquiries regarding the Consumer's HCBS case.
7. This Agreement shall remain in effect pending the earlier occurrence of one of the following events: The denial of the Consumer's Medicaid eligibility; the termination/closure of the Consumer's applicable HCBS case; the termination of the DSW as the Consumer's self-directed worker; or the termination of the Consumer's right to self-direct his or her care.
8. Though SRS is not a party to this Agreement, the parties specifically intend that SRS be a third-party beneficiary and, as a result thereof, further acknowledge and agree that SRS may, at its option, enforce the terms of this Agreement.
9. In the event a new person is selected to provide self-directed services to the Consumer, the Consumer shall require the new DSW to execute a copy of this Agreement, with a copy of the same being provided to the Financial Management Services provider.
10. 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 Shawnee County, Kansas.

Date:

Direct Support Worker (“DSW”)

Date:

Consumer

Date:

Guardian/Representative
(If signing on behalf of consumer)

Insurance Verification Form

Individual Receiving Services (“Consumer”): _____

Is the CONSUMER covered under ANY health insurance other than Medicaid?

Yes_____ No_____

If YES, please provide your insurance information below. If NO, disregard the information below.

IMPORTANT!!!

The state receives a list from all insurance companies of all individuals with insurance. If the CONSUMER is covered by insurance, the State will NOT pay claims through Medicaid UNTIL first attempting to bill other insurance. This means we cannot bill on the CONSUMERS behalf and cannot pay care providers until we are able to bill. **WE NEED THE FOLLOWING INFORMATION TO BEGIN BILLING ON THE CONSUMERS BEHALF AND TO MAKE SURE WE CAN START PAYING THE CARE PROVIDERS ASAP. PLEASE HELP US BY FILLING OUT THE FOLLOWING:**

Insurance Company Name: _____

Policy Holder Name: _____

Policy Number: _____

Group Number: _____

Consumer or Representative’s Signature: _____

PLEASE RETURN FORM WITH A SCANNED COPY OF THE FRONT AND BACK OF YOUR INSURANCE CARD.

Please contact us if you have any questions. Thank you!!

Address: 11802 W 77th St. Lenexa, KS 66214

Phone: 913-599-2221 Fax: 913-599-5660 Toll Free: 1-866-599-2221

Website: www.anotherday.info E-mail: office@anotherday.info

EMERGENCY CONTACT INFORMATION SHEET

IF THIS IS A LIFE THREATENING EMERGENCY CALL 911 IMMEDIATELY.

In case of an emergency everyone should have a set of contacts. Fill out this sheet and put it in a place where the Direct Support Worker can find it in case of an emergency.

Doctor's Information:

Name: _____ Phone Number: _____

Address: _____

Hospital Preference: _____

Parent/Guardian's Information:

Name: _____ Phone Number: _____

Alternate Phone: _____

Case Manager's Information:

Name: _____ Phone Number: _____

Additional contacts if parent or guardian cannot be reached:

Name: _____ Phone Number: _____

Name: _____ Phone Number: _____

Name: _____ Phone Number: _____

FMS EMERGENCY PHONE NUMBER: 913-544-4920

Address: 11802 W 77th St. Lenexa, KS 66214

Phone: 913-599-2221 Fax: 913-599-5660 Toll Free: 1-866-599-2221

Website: www.anotherday.info E-mail: office@anotherday.info