

Attention Prospective CDS Attendant

These documents are provided for your reference. You may wish to refer to them in the future for information relating to your employment as a CDS Attendant. Contact your employer, the CDS Participant, if you have questions.

Working with the CDS Participant that you wish to work for, complete and return the application packet.

Thank you for your interest in becoming an attendant.

This Organization Participates in E-Verify



This employer will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS), with information from each new employee's Form I-9 to confirm work authorization.

IMPORTANT: If the Government cannot confirm that you are authorized to work, this employer is required to give you written instructions and an opportunity to contact DHS and/or the SSA before taking adverse action against you, including terminating your employment.

Employers may not use E-Verify to pre-screen job applicants and may not limit or influence the choice of documents you present for use on the Form I-9.

To determine whether Form I-9 documentation is valid, this employer uses E-Verify's photo matching tool to match the photograph appearing on some permanent resident cards, employment authorization cards, and U.S. passports with the official U.S. government photograph. E-Verify also checks data from driver's licenses and identification cards issued by some states.

If you believe that your employer has violated its responsibilities under this program or has discriminated against you during the employment eligibility verification process based upon your national origin or citizenship status, please call the Office of Special Counsel at 800-255-7688, 800-237-2515 (TDD) or at www.justice.gov/crt/osc.

E-Verify Works for Everyone

For more information on E-Verify, please contact DHS:

888-897-7781

www.dhs.gov/E-Verify

NOTICE:

Federal law requires all employers to verify the identity and employment eligibility of all persons hired to work in the United States.



E-VERIFY IS A SERVICE OF DHS AND SSA

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Esta organización participa en E-Verify



Este empleador proporcionará a la Administración del Seguro Social (SSA, por sus siglas en inglés) y, de ser necesario, al Departamento de Seguridad Nacional (DHS, por sus siglas en inglés) la información incluida en el Formulario I-9 de todo empleado nuevo con el propósito de confirmar su autorización de trabajo.

IMPORTANTE: Si el gobierno no puede confirmar que usted tiene autorización para trabajar, el empleador debe suministrarle las instrucciones por escrito y darle la oportunidad de ponerse en contacto con DHS o SSA antes de sancionarlo de cualquier forma o finalizar la relación laboral.

Los empleadores no pueden utilizar E-Verify para realizar preselecciones de solicitantes y no pueden limitar ni influenciar la selección de los documentos que usted presente para su inclusión en el Formulario I-9.

Para determinar si los documentos incluidos en el Formulario I-9 son válidos, este empleador utiliza la técnica de comparación fotográfica para comparar la fotografía que aparece en las Tarjetas de Residente Permanente, Tarjetas de Autorización de Empleo y pasaportes de los EE. UU. con la fotografía oficial del gobierno de los EE. UU. Asimismo, E-Verify verifica los datos incluidos en licencias de conducir y tarjetas de identificación emitidas por algunos estados.

Si considera que su empleador ha infringido sus responsabilidades en virtud de este programa o lo ha discriminado durante el proceso de verificación de la elegibilidad de empleo por su origen nacional o estatus de ciudadanía, comuníquese con la Oficina del Consejero Especial llamando al 800-255-7688, 800-237-2515 (para personas con impedimentos auditivos) o visitando www.justice.gov/crt/osc.

E-Verify funciona para todos

Para obtener más información sobre E-Verify, comuníquese con DHS al:

888-897-7781

www.dhs.gov/E-Verify

AVISO:

La ley federal exige a todos los empleadores que verifiquen la identidad y la elegibilidad de empleo de todas las personas contratadas en los Estados Unidos.



E-VERIFY IS A SERVICE OF DHS AND SSA

El logotipo y la marca de E-Verify son marcas registradas del Departamento de Seguridad Nacional. Queda estrictamente prohibida la venta comercial de este afiche.

IF YOU HAVE THE RIGHT TO WORK, Don't let anyone take it away.



If you have the legal right to work in the United States, there are laws to protect you against discrimination in the workplace.

You should know that –

- In most cases, employers cannot deny you a job or fire you because of your national origin or citizenship status or refuse to accept your legally acceptable documents.

- Employers cannot reject documents because they have a future expiration date.

- Employers cannot terminate you because of E-Verify without giving you an opportunity to resolve the problem.

- In most cases, employers cannot require you to be a U.S. citizen or a lawful permanent resident.

If any of these things have happened to you, contact the Office of Special Counsel (OSC).

For assistance in your own language:

Phone: 1-800-255-7688 or
(202) 616-5594

For the hearing impaired:

TTY 1-800-237-2515 or
(202) 616-5525

E-mail: oscert@usdoj.gov

Or write to:

U.S. Department of Justice – CRT
Office of Special Counsel – NYA
950 Pennsylvania Ave., NW
Washington, DC 20530

**U.S. Department of Justice
Civil Rights Division**

**Office of Special Counsel for
Immigration-Related Unfair
Employment Practices**



www.justice.gov/crt/about/osc

SI USTED TIENE DERECHO A TRABAJAR, no deje que nadie se lo quite.



Si usted tiene el derecho a trabajar legalmente en los Estados Unidos, existen leyes que lo protegen contra la discriminación en el trabajo.

Usted debe saber que:

- En la mayoría de los casos, los empleadores no pueden negarle un empleo o despedirlo debido a su país de origen o estatus migratorio, o negarse a aceptar sus documentos válidos y legales.
- Los empleadores no pueden rechazar documentos por que tienen una fecha de vencimiento futura.

- Los empleadores no pueden despedirlo debido a E-Verify, sin darle una oportunidad de resolver el problema.

- En la mayoría de los casos, los empleadores no pueden exigir que usted sea ciudadano estadounidense o residente legal permanente.

Si usted se ha encontrado en alguna de estas situaciones, contacte a la Oficina del Consejero Especial (OSC).

Para ayuda en su propio idioma:
Teléfono: 1-800-255-7688 o
202-616-5594

Para las personas con discapacidad
auditiva:
TTY 1-800-237-2515 o
202-616-5525

E-mail: oscrt@usdoj.gov

O escriba a:

U.S. Department of Justice - CRT
Office of Special Counsel- NYA
950 Pennsylvania Avenue, NW
Washington, DC 20530

Departamento de Justicia de EE.UU.
División de Derechos Civiles

Oficina del Consejero Especial Para
Prácticas Injustas en el Empleo
Relacionadas a Inmigración



www.justice.gov/crt/about/osc

Medicaid	Attendant Care Contract
Non-Public Entity OHCDS	[Services to be Subcontracted by
Organized Health Care Delivery System	Center for Independent Living]
Home and Community Based Services	
Request for Proposal	

 A. Participant's Name: _____

★ B. Attendant's Name: _____

★ C. Date of Contract: _____

ATTENDANT CARE CONTRACT

This Attendant Care Contract (“Contract”) is made by the Center for Independent Living (CIL) and the Attendant identified in line B above [who will be employed by the Participant identified in line A above] and the Participant identified in line A above as of the Date of Contract specified in line C above.

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 **“Participant”** means the individual identified in line A above who requires attendant care services in his/her home. Hereafter, the Participant will be referred to as **“Participant.”** Participant is the employer of the Attendant and as such is responsible for directing, managing, scheduling, and supervising the Attendant. Participant is responsible for reviewing all timesheets connected with Attendant’s hours of service for accuracy, and Participant is responsible for promptly forwarding the same to CIL. Participant, through the fiscal intermediary, will pay the Attendant for services authorized in Participant’s Department of Health and Senior Services (DHSS) Plan of Care and by this Contract.

- b. The term **“Attendant”** means the individual identified in line B above who, as a party to this Contract, agrees to provide attendant care services to Participant in Participant’s home. Hereafter, the Attendant will be referred to as **“Attendant.”** Attendant shall have and maintain the minimum qualifications necessary per Missouri statutes and regulations to perform the attendant care services described and authorized in Participant’s Plan of Care before rendering any attendant care services to Participant. Attendant is not entitled to be paid through the CDS program until and unless he/she has met/maintained all qualifications for rendering attendant care services. Attendant agrees that he/she will accept as payment in full for the services described and authorized in Participant’s Plan of Care the payments he/she receives pursuant to this Contract.

- c. The term **“attendant care services”** or **“attendant care”** means those services that Participant 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 Participant with eating, dressing, meal preparation, toileting, bathing, grooming, transferring, and specific health maintenance tasks, as well as some incidental housekeeping tasks that ensure Participant’s health and safety, like grocery shopping and laundry. The attendant care services that Attendant will perform within the CDS program will be described and authorized in the Participant’s Plan of Care. A copy of the pertinent parts of the Plan of Care will be provided to Attendant.

d. The term “**Center for Independent Living**” means the agency signing this Contract. Hereafter, the Center for Independent Living will be referred to as “**CIL**.” It is recognized as a vendor of Consumer-Directed Services and enrolled as an Organized Health Care Delivery System with the Department of Social Services, MO HealthNet Division. CIL is authorized to provide administrative support to Participant. CIL is authorized to enter into payroll service contracts with payroll service companies to provide fiscal intermediary services as set forth below.

e. The term “**fiscal intermediary**” means a payroll service company, under contract with CIL, retained to perform “**fiscal intermediary services**”. These include calculating the amount that an Attendant is to be paid, writing payroll checks (or making direct deposits), withholding and paying state and federal income taxes to the appropriate authorities, and withholding and paying Social Security (FICA) and Medicare payments and/or Participant’s portions as is required by law or regulation and paying them to the appropriate authorities. The fiscal intermediary will provide Attendant with a written summary of all deductions and payments made. The fiscal intermediary will prepare and provide Participant and Attendant with end-of-year tax information and forms within the time prescribed by law, such as W-2’s, so that Participant and Attendant may comply with all tax filing requirements. The fiscal intermediary will maintain copies of all records required by law or regulation for tax and other purposes, and these shall be the official records documenting the employer/employee (Participant/Attendant) relationship.

f. The term “**CDS program**” means the consumer-directed services (CDS) program offered in the State of Missouri for participant controlled attendant services. Participant control means that the Participant with a disability who receives services is the actual employer of the Attendant and is responsible to, among other things, hire and direct his/her Attendants. The CDS program is a Missouri Medicaid funded program administered by the Department of Health and Senior Services (DHSS).

2. Purpose and background information. The purpose of this Contract is to allow Participant to interview, hire, direct, manage, schedule, supervise, and discharge his/her Attendant. CIL 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. CIL may contract with payroll service companies to act as fiscal intermediary. The fiscal intermediary will act as an agent for and provide payroll services for Participant, as explained herein.

Participant will employ Attendant to work in Participant’s home, at the direction and under the supervision of Participant, to provide the attendant care services described and authorized in Participant’s Plan of Care.

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

3. Basis for payment. Attendant agrees to perform the attendant care services described and authorized in Participant’s Plan of Care at an initial rate to be set by the Participant, which rate may be increased from time-to-time with or without notice to Attendant. Attendant will be paid through the CDS program only for those services described and authorized in Participant’s Plan of Care, and no others. Medicaid will provide funds to the fiscal intermediary to pay Attendant for authorized attendant care services actually performed for Participant. For purposes of the CDS program, Attendant is not permitted to work in excess of the number of hours authorized during a given month. If he/she does so, he/she will not be paid through the CDS program for those hours through this Contract. For purposes of the CDS program, Attendant is not permitted to off-set excess hours in one month against scheduled hours in another month, even if this is agreeable to Participant.

4. Method of payment. CIL will provide Participant with documents authorizing payment for the services described and authorized in Participant’s Plan of Care. With respect to the CDS program, the documents will set forth: a) the maximum number of hours to be worked during a specific time period; b) the rate of compensation

in effect for the services; and, c) the applicable time period for performance of the attendant care services. CIL will also provide Participant with timesheets to record the services performed by Attendant and the time spent in service. The completed timesheets are the basis for payment to Attendant.

Payroll will be processed bi-weekly. At the end of each payroll period, Participant will review and approve the completed timesheet and forward the same to CIL. Timesheets must be received by CIL within three (3) calendar days of the end of a payroll period in order to be included in the next payroll. If CIL does not receive the timesheets within the prescribed time, then payment will not be processed until the next payroll, and Attendant's payment may be delayed.

It is imperative that Participant and Attendant accurately record and report services and hours. Falsification or misrepresentation on any timesheet constitutes fraud. Payments made on behalf of Participant as a result of inaccurate timesheets will be recouped from Attendant and/or Participant to the full extent permitted under the law. Any incidents of apparent fraud may be reported to Medicaid and/or other appropriate authorities.

- 5. Conditions and understandings of Contract.** For so long 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 and agrees that he/she is not an employee of CIL. Attendant will not represent to anyone that he/she is an employee of CIL.

Attendant understands and agrees that pursuant to this Contract, he/she is employed solely by Participant.

Attendant understands and agrees that this Contract does not guarantee him/her any specific number of hours of work or any hours at all.

- 6. Liability for work related injury/illness.** Attendant understands and agrees that Attendant and/or Participant 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 CIL nor the State of Missouri has any liability for such injuries or illness.
- 7. Direction and supervision of participant.** Attendant understands and agrees that he/she will perform the attendant care services specified in Participant's Plan of Care in Participant's home under the direction and supervision of Participant, on such dates and at such times as agreed upon by Attendant and Participant; however, for purposes of the CDS program, the service time shall not exceed the number of hours authorized for service.
- 8. Termination.** Attendant understands and agrees that he/she is an at-will employee of the Participant and that he/she can resign at any time and Participant may discharge Attendant at any time. Attendant understands that Participant may discharge him/her at any time for no reason or any lawful reason unless Participant and Attendant separately agree to more limited circumstances and notice requirements under which the employment relationship can be terminated. This Contract shall terminate upon the ending of the employment relationship between Participant and Attendant. Participant or Attendant shall inform CIL when Participant's employment relationship with Attendant has ended. This Contract shall also terminate if and when Participant and/or Attendant becomes ineligible to participate in the CDS program for any reason, or is disqualified from participation in the CDS program, or if DHSS otherwise determines that CDS for the Participant is to be discontinued. This Contract shall further terminate if CIL provides Participant with written notice indicating that CIL will no longer provide vendor services to Participant.
- 9. Confidentiality.** Attendant understands that Participant is entitled to have his/her personal health information treated with confidentiality. Attendant agrees to protect and maintain Participant's confidentiality in compliance with HIPAA and any other applicable law. Under no circumstances will Attendant discuss or disclose

Participant's personal health information without legal authorization to do so. Participant's right to confidential treatment of personal health information survives the termination of this Contract.

10. Miscellaneous provisions. This Contract shall be interpreted in accordance with and governed by the laws of the State of Missouri. The place of contract is the county where CIL has its principal offices.

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 or Participant assign their obligations, duties, or rights pursuant to or connected with this Contract to any other person or entity.

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

This Contract may not be modified except by a writing signed and dated by all parties.

At the time of termination of this Contract, Attendant agrees to promptly provide Participant with current timesheet information so that the last payroll for Attendant may be completed.

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

Center for Independent Living:

By: _____ (sign)

_____ CDS Payroll Data Entry Specialist
(Print name)

★ Attendant: _____ (sign)

★ _____
(Print name and title)

▶ Participant: _____ (sign)

▶ _____
(Print name and title)

END OF DOCUMENT

CDS Attendant Statement of Understanding

Code of State Regulations – SCIL’s Responsibilities with CDS Participants

19 CSR 15-8.400 (5)

(5) Vendors should refer the following situations to DHSS for investigation:

(A) Circumstances that may require closure or termination of services, including, but not limited to:

1. Death;
2. Admission into a long-term care facility;
3. The consumer no longer needing services
4. The inability of the consumer to self-direct ; and/or
5. An inability to continue to meet the maintenance needs of the consumer because the care plan hours needed to ensure the health and safety of the consumer exceed availability;

(8) Upon a finding that such circumstances exist, DHSS may close or terminate services.

19 CSR 15-8.400 (6)

(6) Vendors, after notice to DHSS:

(A) May suspend services to consumers in the following circumstances:

1. The inability of the consumer to self-direct;
2. Falsification of records or fraud;
3. Persistent actions by the consumer of noncompliance with the plan of care;
4. The consumer or a member in the consumer’s household threatens or abuses the attendant and/or vendor; and/or
5. The attendant is not providing services as set forth in the plan of care and attempts to remedy the situation have been unsuccessful;

(B) Shall provide written notice to DHSS and the consumer listing specific reasons for requesting closure or termination. All supporting documentation shall be maintained in the consumer’s case file. DHSS shall investigate the circumstances reported by the vendor and assist the consumer in accessing appropriate care. Upon finding that such circumstances exist, DHSS may close or terminate services.

SCIL must be notified from either the participant, participant’s spouse, participant’s

significant other, yourself, or one of the participant’s family members when any of the following occur:

- 1. if the participant has passed on;
- 2. if the participant has moved into a nursing home or other facility;
- 3. if the participant has moved out of our service area or out of state;
- 4. if the participant is **independently** meeting their personal care needs;
- 5. if the participant is no longer able to self-direct their attendants to meet their personal care needs;
- 6. if the participant needs more personal care than they can receive through CDS along with any other available attendant services;
- 7. if the participant falsifies your timesheets or any other CDS required documentation;
- 8. if the participant repeatedly fails to comply with their authorized Plan of Care;
- 9. if the participant or any member of their household make threats toward their attendant(s) or any SCIL staff;
- 10. or repeated failures by the attendant to provide services as set forth in the participant’s Plan of Care.

I have read the Code of State Regulations, 19 CSR 15-8 (5) and 19 CSR 15-8 (6). I understand that Southwest Center for Independent Living (SCIL) may request that the Department of Health and Senior Services investigate the participant’s Consumer Directed Services as well as close or terminate the participant’s Consumer Directed Services for any of the previously listed circumstances.



Attendant Signature



Date

CDS Specialist

Date

Abuse, Neglect and Exploitation

The Missouri Department of Health and Senior Services (DHSS) investigates abuse, neglect, and exploitation of vulnerable individuals 60 and older, and people with disabilities between 18 and 59. These individuals may live in the community or in long-term care facilities. Either way, they are unable to protect their own interests or adequately perform or obtain services necessary to meet their essential human needs.

Missouri's Elder Abuse and Neglect Hotline responds to reports of abuse, neglect, or financial exploitation. **If you suspect someone is being abused, neglected or exploited, call the hotline at 800-392-0210.** The hotline operates 365 days per year from 8 a.m. to 8 p.m. Hearing-impaired persons may call the Telecommunications Device for the Deaf (TDD) at 800-669-8819 or 800-676-3777 to utilize Relay Missouri.

What is Abuse?

Abuse can happen to persons of any ethnicity or income level. Abuse can be physical, sexual, or emotional in nature.

- **Abuse**—the infliction of physical, sexual, or emotional injury or harm including financial exploitation by any person, firm or corporation. (660.250.RSMo).
- **Neglect**—the failure to provide services to an eligible adult by any person, firm or corporation with a legal or contractual duty to do so, when such failure presents either an imminent danger to the health, safety, or welfare of the client or a substantial probability that death or serious physical harm would result (660.250.RSMo).
- **Financial Exploitation**—A person commits the crime of financial exploitation of an elderly or disabled person if such person knowingly and by deception, intimidation, or force obtains control over the elderly or disabled person's property with the intent to permanently deprive the elderly or disabled person of the use, benefit or possession of his or her property thereby benefiting such person or detrimentally affecting the elderly or disabled person (570.145.RSMo).

Who Can Report Abuse?

Anyone who suspects someone is being abused, neglected, or exploited can make a report.

What Information Do I Have to Report?

The reporter should be prepared to answer the following questions:

- The alleged victim's name, address, telephone number, sex, age and general condition;
- The alleged abuser's name, address, sex, age, relationship to victim and condition;
- The circumstances which lead the reporter to believe that the older or disabled person is being abused, neglected or financially exploited, with as much specificity as possible;
- Whether the alleged victim is in immediate danger;
- The best time to contact the alleged victim, if he or she knows of the report, and if there is any danger to the worker going out to investigate;
- The name, daytime telephone number, and relationship of the reporter to the alleged victim;
- The names of others with information about the situation;
- If the reporter is not a required reporter, whether he or she is willing to be contacted again; and
- Any other relevant information.

What Happens After I Make a Report?

If the alleged victim lives in his or her own home or community, an investigator will help the alleged victim determine the services or interventions needed to stop or alleviate the abuse. The services may include: community

supportive services, such as personal care, respite, or chore services; home-delivered nutrition services; financial or legal assistance and protections, such as representative payee, direct deposit, trusts, protective services, civil suit or criminal charges; counseling for the victim; referral to other community resources, and; when needed, guardianship proceedings or nursing home placement.

What about my rights as an older or disabled person?

A competent older person may refuse all services and interventions. No decisions are made about a competent adult without his or her involvement and consent. For adults participating in the Protective Services Program, your inherent rights are:

- Self-determination
- Protection
- Confidentiality
- Participate in care planning
- Receive assistance
- Refuse services
- Refuse medical treatment.

All programs stress the competent adult's right to make decisions regarding care.

Adult Protective Services

For community-dwelling adults and person with disabilities, the Department of Health and Senior Services provides Adult Protective Services (APS). Protective services are provided on behalf of eligible adults who are unable to:

- Manage their own affairs;
- Carry out the activities of daily living; or
- Protect themselves from abuse, neglect, or exploitation which may result in harm or a hazard to themselves or others.

The purpose of Adult Protective Services is to:

- Promote independence;
- Maximize client choice and provide for meaningful client input for preferences;
- Keep the adult at home by providing quality alternatives to institutional care; and
- Empower the older adult to attain or maintain optimal self-determination.

What if I am wrong?

- Immunity is lost only in cases of intentional false reports, bad faith or ill intent.
- Criminal liability is for intentionally making false reports (210-165.RSMo).



Attendant Signature

CDS Staff Signature



Date

Date

CDS Participant Responsibilities

A CDS PARTICIPANT IS EXPECTED TO:

- Explain to their Attendant any specific information about tasks authorized on their Care Plan;
- Provide ALL supplies needed for tasks in the Care Plan;
- Sign a **completed** timesheet each time they receive services or allow their Attendant to use their telephone for Electronic Visit Verification;
- Ensure that information on the timesheet or Electronic Visit Verification is **accurate**;
- Notify the HCBS provider, Southwest Center for Independent Living (SCIL), in advance when they will not be home to receive personal care;
- Notify the HCBS provider, SCIL, if they have questions or problems;
- Accept or select an Attendant without regard to race, color, national origin, sex, age, religion, political beliefs, or disability.

A CDS PARTICIPANT MAY NOT:

- Threaten or abuse or allow other members of their household (or guests) to threaten or abuse their Attendant (physically, verbally, or sexually). This will result in their services being terminated;
- Expect the Attendant to care for the Participant's pets, friends or visitors for purposes of the CDS program;
- Allow CDS program attendant services to be provided in their home when they are not present;
- Engage in activities that would be considered fraud of the program; for example, signing timesheets attesting to care (or time of care) that has not actually been provided.

A CDS PARTICIPANT IS RESPONSIBLE FOR:

- Selecting and hiring their Attendant;
- Training their Attendant to perform the tasks authorized on their Plan of Care;
- Supervising the work performed by their Attendant and ensuring the Attendant is able to meet their personal needs;
- Firing or terminating Attendants;
- Preparing and submitting timesheets bi-weekly to the Provider, SCIL, or allowing the Attendant to use their telephone for Electronic Visit Verification, so that SCIL can process reimbursement for care;
- Ensuring that timesheets or Electronic Visit Verification are submitted for approved CDS program work and that the number of units/hours does not exceed what is authorized on their Plan of Care;
- For purposes of the CDS program, receiving care only from Attendants registered and screened by the Missouri Family Care Safety Registry.



CDS Attendant's Signature



Date



CDS Participant's Signature



Date

CDS Telephony Training Tool

Step 1: Clocking In – beginning a work period for a CDS Participant

The Attendant should dial **417-447-9937** from one of the Participant's registered Telephony phone numbers.

1. When prompted, enter the Employee PIN # (Attendant's PIN)
2. When prompted, enter the Job PIN (Participant's PIN)
3. System will prompt the Attendant to enter an Activity Code:

100 – CDS Personal Care

Press 1 to Clock In: The telephony system will announce the Clock In time. Hang up and begin working for the Participant.

Step 2: Clocking Out – ending a work period for a CDS Participant

The Attendant should dial **417-447-9937** from one of the Participant's registered Telephony phone numbers.

1. When prompted, enter the Employee PIN (Attendant's PIN)
2. When prompted, enter the Job PIN (Participant's PIN)

Press 2 to clock out – The Telephony system will then ask a series of **YES/NO** questions about which Categories of tasks were completed based on the participant's DHSS Authorized Plan of Care (POC)

These Categories include:

- **Personal Care**
- **Toileting**
- **Health**
- **Housekeeping**
- **Transportation**
- **Meals**

If the Participant does not have DHSS Authorization for one or more of these Categories, then the Telephony system will not ask if a task in that Category was completed.

Press 1 for **YES**, IF one or more tasks in that Category was completed.

Press 2 for **NO**, IF no tasks in that Category were completed.

System will announce the clock out time.

Reminder – DHSS does not allow unused authorized time to carry over from one month to another. If a CDS Participant does not use all of their DHSS authorized units each month, then those units are no longer available at the beginning of the next month.

Southwest Center for Independent Living
Telephony Policies and Procedures for Consumer Directed Services

Version approved by Chief Executive Officer on July 1, 2015

(Revised April 2016)

Southwest Center for Independent Living (SCIL) attendant care programs are required by Missouri Statute 208.909 to implement an electronic telephone timekeeping system (Telephony) for recipients of Home and Community Based Services (HCBS), which includes Consumer Directed Services (CDS). SCIL, as a contracted HCBS vendor (Medicaid), is required to monitor for Medicaid fraud and appropriate implementation of Dept. of Health and Senior Services (DHSS) care plans. Telephony has been mandated in order to assist vendors in complying with these contractual requirements. See Section 6 of this document for a copy of the statute. SCIL will comply with these mandates and maintain accurate records in order to meet the requirements of the Missouri Medicaid Audit and Compliance Unit. The following policies define how SCIL staff, CDS consumers and CDS aides will function in order to be compliant with the Telephony Legislation.

1. Definitions

- a. Case Manager – the SCIL staff person assigned to oversee the consumer's participation in Home and Community Based Services. Typically, this would be a CDS Specialist or other CDS staff for consumer/participants in the Consumer Directed Services program.
- b. Time Slip – a paper form provided to the aide or consumer used to document time worked that has not be recorded in the Telephony system.
- c. Visit – a period of time worked by an aide for a consumer.
- d. First Date of Work –the first day the aide has met all of the qualification to perform CDS program work for any CDS consumer/participant.
- e. Consumer/participant – the individual receiving the personal assistance.

2. Consumer Responsibilities

- a. The Legislation mandating the use of Telephony requires all HCBS personal care Telephony calls shall originate from a phone number unique to the consumer. Consumers utilizing Telephony as a means of recording their timekeeping data allow their aide to use their personal telephone to clock in and out on each Visit.
 - i. This can be either a cell or landline phone.

- ii. If the consumer does not have a telephone or such use presents an undue hardship on the consumer, the consumer is responsible for contacting their Case Manager to discuss other alternatives.
 - iii. Calls to the Telephony system can be made by either the consumer or the aide, however **the aide** must enter the Job PIN, Aide ID number and respond to questions regarding personal care activities completed that day.
 - iv. The consumer must inform SCIL of any and all unique personal telephone numbers that their aide might use to clock in and out with Telephony. The automated system can only verify calls originating from phone numbers registered in the Telephony system. Consumers must inform their Case Manager of any changes to telephone numbers prior to the use of a new number by the aide. A Time Slip will be required for any Visit that occurs prior to the new phone number being authorized. All Time Slips are subject to the rules in Section 4 of this document.
 - v. The consumer should ensure their phone is available for the aide's use at the time the aide arrives and leaves. If the consumer is on a phone call when the aide requires the use of the phone, the consumer must complete a Time Slip in order for the aide to be paid, and the Case Manager must be notified.
- b. If the aide is unable to clock in or out using Telephony, the consumer must sign a time slip at the end of the Visit to document the time worked by the aide. See additional information about Time Slips outlined in Section 4 of this document.
 - i. Consumers are responsible for contacting their Case Manager to explain any errors (i.e. the aide clocked in or out at the wrong time, etc.) so that the time slip may be corrected.
 - ii. Consumers are responsible for making sure time slips are delivered to the SCIL office.
 - c. The Consumer is responsible for ensuring that their aide(s) understand these policies.
 - d. All consumers are responsible for notifying their Case Manager immediately if they become aware of any issue that might make their phone unavailable to the aide for an extended period of time, such as inability to pay their bill, lack of minutes on a cell phone, etc.
 - e. The consumer should contact their Case Manager for support in the correct usage of Telephony.

3. **Consumer Responsibilities for Their Aides**

- a. The aide must clock in to begin work and clock out immediately after completing work using one of the consumer's Telephony phone numbers registered with SCIL.
- b. If the consumer's phone is unavailable at either clock in or clock out, the **Consumer** is responsible for completing a signed Time Slip.

- c. If the aide forgets to clock in or out, or clocks in or out at an incorrect time, the **Consumer** is responsible for completing a signed Time Slip.
- d. During clock out, the aide must answer all activity questions accurately by pressing 1 for yes, 2 for no, or entering other responses as required.

4. **Time Slips**

In order to ensure that each payroll is accurate and processed on schedule, the policies outlined below describe the procedures that will be followed by SCIL in processing paper documentation of aide visits that were not completely or correctly entered into Telephony. The Consumer is responsible for ensuring proper paper documentation of time worked by their aide(s) if that visit has not been fully and correctly documented through Telephony.

- a. Aides can be paid through the CDS program only for Visits where proper documentation of the time worked has been received by SCIL, either through Telephony or submission of a Time Slip.
- b. Time Slips must be turned in to SCIL by 5:00 pm of the first Monday following the end of the pay period to ensure the aide is paid on the appropriate pay period for the time documented on paper.
- c. No faxed Time Slips will be accepted.
- d. Time Slips submitted for processing after the deadline listed above may result in the aide not being paid for that Visit until the first regularly scheduled payroll following submission of the Time Slip.
- e. Time Slips will be accepted for any time period when the Telephony system is not operational. SCIL will maintain a record of Telephony system down time. Consumers should notify SCIL if the Telephony system appears to be down so the situation can be corrected.
- f. Time Slips that are incomplete or incorrect will be returned to the consumer for correction. The aide will be paid for this Visit on the first regularly scheduled payroll after the corrected Time Slip is submitted for processing.

5. **Monitoring and Quality Assurance for Discrepancies**

- a. The aide will not be paid through the CDS program for any Visit that does not have both a valid Telephony clock in and a valid clock out, either generated through Telephony or on a Time Slip.
- b. Time Slips used for a missed or incorrect Telephony clock in or clock out containing information that is inconsistent with information recorded in Telephony will be returned to the consumer for correction. The aide will be paid for this Visit on the first regularly scheduled payroll after the corrected Time Slip is returned to SCIL
- c. The Telephony system provides methods to identify and monitor inconsistencies, overlapping work periods and other irregularities. The Case Manager will be notified of such irregularities.

- i. If repeated occurrences of such issues occur, the Case Manager will be available to provide additional training to the consumer.
- ii. Continued occurrences of inconsistencies, overlapping work periods and other irregularities may result in the Case Manager reporting suspected fraud to the Medicaid Audit and Compliance Unit.

6. **Missouri Statute for CDS**

Missouri Statute 208.909.1 All vendors shall, by July 1, 2015, have, maintain, and use a telephone tracking system for the purpose of reporting and verifying the delivery of consumer-directed services as authorized by the department of health and senior services or its designee. Use of such a system prior to July 1, 2015, shall be voluntary. The telephone tracking system shall be used to process payroll for employees and for submitting claims for reimbursement to the MO HealthNet division. At a minimum, the telephone tracking system shall:

- a) Record the exact date services are delivered;
- b) Record the exact time the services begin and exact time the services end;
- c) Verify the telephone number from which the services are registered;
- d) Verify that the number from which the call is placed is a telephone number unique to the client;
- e) Require a personal identification number unique to each personal care attendant;
- f) Be capable of producing reports of services delivered, tasks performed, client identity, beginning and ending times of service and date of service in summary fashion that constitute adequate documentation of service; and
- g) Be capable of producing reimbursement requests for consumer approval that assures accuracy and compliance with program expectations for both the consumer and vendor.

7. **Modifications**

The policies and procedures contained in this document are subject to change or modification as circumstances or legal requirements change. SCIL staff will notify consumers of any changes or modifications. Case Managers will be available to answer any questions that may arise.

8. **Disclaimer**

Other statutory or regulatory language will tentatively be forthcoming in August 2015 so minor changes from the State could be mandated at that time.