

Medicaid
Non- Public Entity OHCDS
Organized Health Care Delivery System
Home and Community Based Services
Request for Proposal

Services to be sub-contracted by:
Disabled Citizens Alliance for Independence/Payroll
Agent

THIS AGREEMENT is made this _____ day of _____ 20____, by and between
Disabled Citizens Alliance for Independence (DCAI) and _____
(Attendant's name)
employed by Consumer _____.
(Consumer's name)

Explanatory Statement

The purpose of this contract is to allow DCAI consumers to employ their own attendant(s). This contract defines the terms and conditions under which DCAI/Payroll Agent will make payments on behalf of the consumer/employer to the attendant/employee in compliance with 42 C.F.R. § 447.10 (2005).

Definitions

Throughout this Agreement the word or words listed below are to mean:

- A. **“Attendant/Employee”**- A person, other than the consumer's spouse, who performs Personal Care Assistance (PCA) services for a physically disabled person. While the term "Employee" is used to describe the Attendant, that term refers only to the "Employer-Employee relationship" between the Consumer and the Attendant. DCAI/Payroll Agent is not the employer of the Attendant and the Attendant is not an employee of DCAI, Payroll Agent.
- B. **“Consumer/Employer”**- A physically disabled person determined by the Department of Health and Senior Services (DHSS) to be eligible to receive Consumer-Directed Services (CDS). Consumer/employer does not include any individual with a legal limitation on his or her ability to make decisions, including the appointment of a guardian or conservator, or who has an effective power of attorney that authorizes another person to act as the agent or on behalf of the individual for any of the duties required by the CDS program. The Consumer is the employer of the Attendant.
- C. **“Consumer-directed”**- The hiring, training, supervising, and directing of the personal care attendant (attendant) performed by the physically disabled person.
- D. **“Consumer-directed services” (CDS)** - All services that are required or may be provided as part of the CDS program.
- E. **“Disabled Citizens Alliance for Independence” (DCAI)** – A Center for Independent Living (CIL) which has a written agreement with DHSS to provide administrative services that include monitoring, orientation and training of the consumer/employer and fiscal conduit services necessary for delivery of CDS to physically disabled persons. DCAI is recognized as a vendor of CDS and enrolled as an Organized Health Care Delivery System (OHCDS) with the Department of Social Services (DSS), Division of Medical Services (DMS).
- F. **“Fiscal Intermediary Services”**– Preparing and writing payroll checks on behalf of Consumers/Employers to the Attendants/Employee that the Consumers employ. The fiscal intermediary service will assist in completing all employer paperwork.

- G. **“Personal Care Assistance”** (PCA) services - Those routine tasks provided to meet the unmet needs required by a physically disabled person to enable him or her to live independently. Personal care assistance may include, but is not limited to helping Consumer/Employer with eating, dressing, meal preparation, toileting, bathing, grooming, transferring, housekeeping, laundry, grocery shopping, transportation, household management and the like.

Section A. Consumer/Employer

- A.1.** As a participant of the Consumer Directed Attendant Services program, the Consumer is the employer of the attendant and is responsible for interviewing, hiring, directing, managing, scheduling, supervising and discharging his/her attendant. The Consumer shall be an equal opportunity employer.
- A.2.** The Consumer/Employer will also only hire attendants/employees that have been screened and that are considered employable through the Family Care Safety Registry (FCSR). The consumer/employer will notify DCAI/Payroll Agent should their attendant/employee be arrested or incarcerated for any reason and understands that the attendant/employee will not be payable through DCAI’s fiscal intermediary services without first obtaining a Good Cause Waiver or letter of non-necessity from the State of Missouri.
- A.3.** Consumer/Employer is responsible for notifying DCAI/Payroll Agent if they or their attendant/employee are unable to perform or receive consumer-directed services under the CDS program for any period of time.
- A.4.** Consumer/Employer understands and agrees that DCAI/Payroll Agent will perform fiscal intermediary services and prepare and write payroll checks to the Attendant/Employee on behalf of the Consumer/Employer.
- A.5.** Consumer/Employer will not approve or allow Attendant/Employee payment through the CDS program for any services unauthorized or in excess of authorized services in the Consumer’s Plan of Care.
- A.6.** Consumer/Employer is responsible for providing Attendant/Employee with the training necessary to perform the personal care assistant services described and authorized in Consumer’s/Employer’s Plan of Care.
- A.7.** The Consumer/Employer must have an active MO HEALTHNET status in order for the attendant’s/employee’s checks to be processed. It will be the consumer’s/employer’s responsibility to directly pay for any services provided while their MO HEALTHNET is in-active.
- A.8.** Consumer/Employer is responsible for only signing time sheets that are accurate and set forth the exact time attendant/employee is assisting them with approved tasks.

Section B. Electronic Visit Verification (EVV) Consumer/Employer (if applicable)

- B.1.** You must register your phone number with DCAI/Payroll Agent for attendant/employee time tracking purposes. Should you change your phone number, you must notify DCAI/Payroll Agent immediately so that we can register your new phone number. Failure to do so will result in your attendant’s/employee’s inability to clock in or clock out via the Electronic Visit Verification (EVV) System.
- B.2.** The Consumer/Employer will sign a form authorizing DCAI/Payroll Agent to utilize the designated number registered with DCAI/Payroll Agent for attendant/employee time tracking purposes.
- B.3.** The Consumer/Employer will ensure that the attendant/employee is utilizing the Electronic Visit Verification (EVV) system to track his/her clock in and clock out times and

understands that payments will only be paid through DCAI for consumer-directed services provided up to consumer/employer maximum authorization.

B.4. In the event of paper times, after verifying correctness, the Consumer/Employer is responsible for submitting ORIGINAL timesheets to DCAI by the Wednesday following the end of the payroll period. If DCAI/Payroll Agent does not receive the timesheet within the agreed time, then payment through DCAI may be delayed.

Section C. **Attendant/Employee**

C.1. According to RSMo 208.909.4 (2005), an Attendant/Employee will not be considered employable for purposes of the CDS program until he/she has been approved through the FCSR or a Good Cause Waiver has first been obtained from the Department of Health and Senior Services. These requirements apply to all attendants/employees, including those in related care.

C.2. Attendant/Employee background will be rerun every year within 30 days of the anniversary of their start date to verify there are no new findings on their record. Depending on the results of the background check, attendant/employee may no longer be considered payable for purposes of the CDS program without first obtaining a Good Cause Waiver or letter of non-necessity from the State of Missouri.

C.3. It is the Attendant's/Employee's responsibility to notify Consumer/Employer if he/she is arrested or incarcerated for any reason and is no longer payable without first obtaining a Good Cause Waiver or letter of non-necessity from the State of Missouri.

C.4. Attendant/Employee understands an investigation to determine if fraud has occurred with respect to time reported as worked for purposes of the CDS program may be performed and agrees to provide any required assistance with respect to any such investigation

C.5. Attendant/Employee understands they are not payable as a personal care attendant/employee for purposes of the CDS Program before the age of 18 years or if they are the spouse to the consumer/employer.

C.6. Attendant/Employee agrees to perform personal care assistance described and authorized in Consumer's/Employer's Plan of Care at a regular hourly established rate as agreed upon with the Consumer/Employer.

C.7. Attendant/Employee is responsible for keeping their contact information up-to-date with DCAI/Payroll Agent. Any address changes need to be submitted on a "Change of Address" Form supplied by DCAI/Payroll Agent for payroll purposes.

C.8. Attendant/Employee understands that it will be the responsibility of the consumer/employer to directly pay for services delivered should the consumer not be MoHealthNet eligible.

C.9. Attendant/Employee understands and agrees that he/she is an at-will employee of the Consumer/Employer and that he/she can resign at any time and Consumer/Employer can discharge him/her at any time for no reason or any lawful reason unless Consumer/Employer and Attendant/Employee separately agree to more limited circumstances and notice requirements under which the employment relationship and this Contract can be terminated. This contract shall terminate upon the ending of the employment relationship between Consumer/Employer and Attendant/Employee.

C.10. Attendant/Employee understands and agrees that he/she is not an employee of DCAI and will not represent himself or herself as such.

C.11. Attendant/Employee understands and agrees to comply with HIPPA and any other applicable laws regarding Consumer/Employer confidentiality pertaining to the Consumer's/Employer's personal and healthcare information.

C.12. Attendant/Employee understands and agrees that Attendant/Employee and/or Consumer/Employer is/are solely responsible for any injuries or illness Attendant/Employee sustains while providing attendant care services and that neither DCAI/Payroll Agent or the State of Missouri has any liability for such injuries or illness.

C.13. I am aware that any person who has a reason to believe an adult is a victim of Abuse, Neglect, and/or Exploitation shall report this information to the Division's Elder Abuse Hotline.

Section D. Electronic Visit Verification (EVV) Attendant/Employee (if applicable)

D.1. Each Attendant/Employee will be provided their own access code for clocking in and clocking out purposes. Attendants/Employees are NOT allowed to share this information.

D.2. The Attendant/Employee will call the Electronic Visit Verification (EVV) system using the Consumer/Employer's designated phone number that is registered with DCAI/Payroll Agent to clock in prior to completing any work listed on the consumer's/employer's plan of care.

D.3. The Attendant/Employee will call the Electronic Visit Verification (EVV) system to clock out immediately after services have been provided according to the consumer's/employer's plan of care.

D.4. The Attendant/Employee will submit a properly completed paper timesheet signed and approved by his/her Consumer/Employer if the Electronic Visit Verification (EVV) system is unavailable.

Section E. DCAI/Payroll Agent

E.1. DCAI/Payroll Agent is recognized as a vendor of Consumer-Directed Services and is authorized to provide administrative support and fiscal intermediary services to the Consumer/Employer. DCAI/Payroll Agent is not the employer of Attendant.

E.2. Missouri Medicaid will provide funds to DCAI/Payroll Agent (as the fiscal intermediary) to pay attendant/employee on behalf of Consumer/Employer for attendant care services actually authorized within the Consumer's/Employer's Plan of Care.

E.3. As a Fiscal intermediary, DCAI/Payroll Agent is responsible for processing all necessary tax requirements for the Consumer/Employer.

E.4. DCAI/Payroll Agent will provide Consumers/Employers with all of the necessary information and forms authorizing services; employment forms; timesheets; annual W-2 tax statements; instructions, along with technical payroll assistance.

E.5. DCAI/Payroll Agent will process timesheets, paychecks and taxes; maintain individual employment tax records for Consumer/Employer and Attendants/Employees and perform related payroll activities, including background checks for substantiated incidents of abuse, neglect, or exploitation of others and for criminal records according to laws or regulations for tax and other purposes.

E.6. Payroll will be processed bi-weekly according to all terms and conditions set forth within this contract.

E.7. DCAI/Payroll Agent will not make payment on behalf of Consumer/Employer for services unauthorized or in excess of those authorized in Consumer's/Employer's Plan of Care.

E.8. DCAI/Payroll Agent will have the right to deduct payment of previously paid funds in accordance with applicable laws if the consumer/employer submitted time prior to spend down being met or if service delivery is not verifiable.

Section F. **Additional Conditions and Understanding of Contract**

- F.1. Payroll periods begin on Saturday and end on Friday, 14 days later.
- F.2. Payroll periods and check dates will remain the same as consumer/employer is currently on. Please use appropriate Pay Calendar.
- F.3. All attendant/employee time tracked must be submitted for payment to DCAI, Payroll Agent no later than 3 pm, Wednesday following the end of the payroll period.
- F.4. Payroll payments are distributed on Monday, 10 days after the last day of the payroll period.
- F.5. Any time sheets that are received with incomplete or incorrect information will be returned to the consumer for correction prior to any payment being made through DCAI.
- F.6. **Medicaid fraud is committed when an employer or employee is untruthful regarding services rendered to the Consumer Directed Attendant Care Program recipients in order to obtain improper payment. The Missouri Medicaid Investigations Unit and the Missouri Attorney General's Office investigate and prosecute people who commit fraud against the Medicaid program. Medicaid fraud is a felony and conviction can lead to substantial penalties.**
- F.7. **Falsification or misrepresentation on any timesheet constitutes fraud. Payments made on behalf of Consumer/Employer as a result of inaccurate timesheets will be recouped from Attendant/Employee and/or Consumer/Employer in accordance with any applicable law. Any incidents of apparent fraud will be reported to Medicaid and/or other appropriate authorities.**
- F.8. **Attendants/Employees that knowingly and willingly sign timesheets for payment without providing services documented will be reported to Department of Disability and Senior Services Central Registry Unit for investigation. The Missouri department of Disability and Senior Services may report findings to the Employee Disqualification list that would make the attendant/employee ineligible for employment in this field.**
- F.9. **Working for multiple consumers/employers at the same time of day is not acceptable and would be considered Medicaid Fraud; DCAI will not process payment on behalf of the Consumer/Employer for the overlapped amount of time.**

This contract shall be interpreted in accordance with and governed by the laws of the State of Missouri.

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

Consumer/Employer Signature: _____ Date: _____

Consumer/Employer Print Name: _____

Attendant/Employee Signature: _____ Date: _____

Attendant/Employee Print name: _____

DCAI Representative Signature: _____ Date: _____

DCAI Representative Name: _____