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Consumer Directed Services (CDS)

Training Manual

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Definitions (adapted from 19 CSR 15-8.100)

*Purpose: Below are terms, used in establishing procedures for the provision of consumer-directed services under the Department of Health and Senior Services to eligible consumers through eligible vendors, subject to legislative appropriations.*

**Consumer**: A physically disabled person determined by the Missouri Department of Health and Senior Services (DHSS) to be eligible to receive consumer directed services (CDS).

**Consumer-directed**: The hiring, training, supervising, and directing of the personal care attendant (attendant) by the physically disabled person.

**Live independently**: To reside and perform routine tasks of daily living and activities of daily living and activities in the community in a noninstitutional or unsupervised residential setting.

**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 attendant (attendant):** A person, other than the consumer’s spouse, who performs PCA services for a physically disabled person.

**Physically disabled:** Loss of, or loss of use of, all or part of the neurological, muscular or skeletal functions of the body to the extent that person requires the assistance of another person to accomplish routine tasks.

**Routine tasks**: Routine tasks and instrumental activities of daily living include, but are not limited to, the following:

1. Bowel and bladder elimination
2. Dressing and undressing
3. Moving into and out of bed
4. Preparation and consumption of food and drink
5. Bathing and grooming
6. Shopping/transportation
7. Maintenance and use of prostheses, aids, equipment and other similar devices
8. Ambulation, housekeeping, or other functions of daily living based on an independent living philosophy as specified in state law and regulation

**Undue hardship:** The result of a significantly difficult circumstance experienced by the disabled consumer that creates a situation of burden, risk or harm to the consumer. Undue hardship includes, but is not limited to the following:

1. Loss of consumer’s income
2. Overall disintegration of the family
3. Abuse and neglect
4. Misuse of child labor
5. Presence of physical contraindications

**Unit of service:** One unit equals fifteen (15) minutes

**Unmet needs**: Routine tasks and activities of daily living which cannot be reasonably met by members of the consumer’s household or other current support systems without causing undue hardship.

**Vendor:** Any person, firm or corporation having a written agreement with DHSS to provide services, including monitoring and oversight of the attendant, orientation and training of the consumer, and fiscal conduit services necessary for delivery of CDS to physically disabled persons.

Consumer

Consumer Eligibility (adapted from 19 CSR 15-8.200)

*Purpose: The following information outlines the criteria and procedures for determining an applicant eligible to receive consumer-directed services.*

1. All consumers must meet the following general criteria for eligibility under the CDS program:
   1. Be at least eighteen (18) years of age
   2. Able to direct their own care (consumer-directed)
   3. Capable of living independently with CDS
   4. Physically disabled
   5. Require at least a nursing facility level of care under regulations established by DHSS
   6. Unmet needs must be safely met at a cost that shall not exceed the average monthly MoHealthNet (Medicaid) cost of nursing facility care as determined by the Department of Social Services (DSS)
   7. Document proof of MoHealthNet (Medicaid) eligibility under Title XIX of the Social Security Act pursuant to federal and state laws and regulations
   8. Participate in an assessment and/or evaluation conducted by DHSS or their designee to assign point values pursuant to federal and state laws and regulations
2. Individuals eligible for MoHealthNet (Medicaid) under Title XIX of the Social Security Act who do not meet the above criteria for the CDS program shall be referred to other programs or agencies, as appropriate, to determine eligibility for personal care services pursuant to federal and state laws and regulations.
3. Any assessment and/or evaluations shall be conducted by DHSS, using the common assessment tool utilized for assessment of other disabled and aged adults.
4. Consumers are eligible to receive services without regard to race, color, national origin, sex, age, religion, political beliefs, or disability.
5. Consumers who participate in the MoHealthNet spenddown program must meet their spenddown monthly in order to maintain CDS participation (paid attendant services)

Plan of Care (adapted from 19 CSR 15-8.200)

The CDS plan of care is based on the assessment and/or evaluation performed by DHSS or their designee and determines the appropriateness and adequacy of services and ensures that services furnished are consistent with the nature and severity of the individual’s disability.

1. The initial assessment and/or evaluation shall be conducted in the consumer’s home or place of residence and include, but not be limited to, the following:
   1. The functions of daily living
   2. The frequency and duration of the routine tasks or activity(ies) required to live independently
   3. A description of the met and/or unmet needs
2. The CDS plan of care shall include, but not be limited to, the following:
   1. The maximum number of units of personal care assistance (PCA) to be provided based on the consumer’s unmet needs
   2. The description and frequency of services to be provided as documented on the assessment and/or evaluation
   3. The starting date for PCA services
   4. The date for reassessment or reevaluation of CDS services
   5. Documentation of the consumer’s choice of vendor
   6. Consent signatures by the consumer and DHSS
3. Copies of the plan of care will be provided to the consumer and the vendor.
4. If a consumer is receiving services or transferring from another service provider or agency, DHSS is responsible for collaborating and coordinating services through the plan of care.
5. The individual shall be notified of DHSS’s decision regarding eligibility for CDS within ten (10) days of the date of the decision.

Consumer Responsibilities (adapted from 19 CSR 15-8.200)

CDS are consumer-directed and the consumer shall be responsible, at a minimum for the following

1. Selection, hiring, training, and supervision of the consumer’s personal care attendant (attendant)
   1. Consumers are strongly encouraged to hire a primary attendant as well as a backup attendant to provide services should the primary attendant be unavailable.
   2. Consumers may hire up to 4 attendants. No more than 4 attendants may be hired by a consumer due to worker’s compensation laws.
   3. Consumers are Equal Opportunity Employers. This means that they will accept or select an attendant without regard to race, color, national origin, sex, age, religion, political beliefs, or disability
2. Utilizing the vendor’s designated electronic time tracking system to track the attendant’s time worked
3. Ensuring that units submitted for reimbursement do not exceed the amounts authorized by the CDS plan of care and/or those eligible for reimbursement through MoHealthNet (Medicaid)
4. Promptly notifying DHSS and/or the vendor within ten (10) days of any changes in circumstances affecting the CDS plan of care and/or changes in the consumer’s place of residence
5. Prompt notification to the vendor regarding any problems resulting from the quality of services rendered by the attendant. Any problems not resolved with assistance from the vendor shall be reported to DHSS
6. Maintaining an active MoHealthNet (Medicaid) status
7. Training attendant(s) on how to complete the tasks authorized on the plan of care
8. Providing any supplies or equipment necessary for the attendant to perform tasks authorized on the consumer’s care plan (cleaning supplies, vehicle, gasoline, etc.)
9. Notifying attendant or Access II Independent Living Center Inc. if consumer will not be home for a scheduled work time or visit
10. Notifying Access II Independent Living Center Inc. when hospitalized

Maintaining Program Eligibility (taken from 19 CSR 15-8.200)

1. The needs of the consumer shall be reassessed and/or reevaluated at least annually by DHSS, and the amount of assistance authorized DHSS shall be maintained, adjusted or eliminated accordingly.
2. A consumer’s CDS may be discontinued or denied by DHSS in certain circumstances including, but not limited to, the following:
   1. DHSS and/or the vendor learns of circumstances that require the denial or closure of a consumer’s case, including but not limited to, death, admission to a long-term care facility, consumer no longer needing services, and/or the inability of the consumer to self-direct his/her services
   2. The consumer has falsified records or committed fraud
   3. The consumer is noncompliant with the plan of care. Noncompliance requires persistent actions by the consumer or his/her family/representative which negate the services provided in the plan of care
   4. The consumer or a member of the consumer’s household threatens and/or abuses the attendant and/or vendor to the point where the staff’s welfare is in jeopardy
   5. The consumer’s needs exceed available plan of care hours
   6. The attendant is not providing services as set forth in the CDS plan of care and attempts to remedy the situation have been unsuccessful

Denial, Termination, Reduction, or Suspension of Services (taken from 19 CSR 15-8.200)

1. DHSS shall notify the consumer/applicant in writing regarding denial, reduction, or termination of CDS services.
2. The consumer may request a hearing under the rules promulgated by DHSS. DHSS shall not suspend, reduce or terminate services provided to a consumer during this time period, unless the consumer requests in writing that services be suspended, reduced or terminated.

Grievance Policy (taken from Access II Policy and Procedures Manual)

## Information to Consumer about Grievance and Appeal Procedures:

At the time an intake is completed, Center staff will advise the Consumer of all of their rights to services and will explain the Consumer grievance and appeal procedure.

Brochures about MOPAS and the Client Assistance Program (CAP) as well as any other Consumer advocacy groups will be provided, and Consumers will be advised of their rights to avail themselves of these agencies’ services.

The staff person conducting the intake will go over Access II’s grievance and appeal procedure in detail and obtain a signed “Understanding of Grievance Process” form from the Consumer. A Consumer Checklist will also be signed by the Consumer, wherein the Consumer stating that he/she has been given the Independent Living Specialist Checklist and the Consumer Acknowledgment Form, as well as being given an opportunity to register to vote.

## Resolution of Problems at the Lowest Level:

It is the policy of ACCESS II to resolve any conflicts or grievances at the lowest possible level.

## Grievance Procedure:

Any Consumer not satisfied with services provided is encouraged to follow this process:

Meet with Direct Services Staff and Immediate Supervisor to discuss problem in detail and achieve problem solving.

Write a letter of concern to the Direct Services Staff and Immediate Supervisor, who will respond within 5 working days.

If the problem cannot be resolved through 1 and 2, the Consumer then schedules an appointment to meet with the ED for an informal problem solving session. This meeting is to take place within 10 days of a written request.

If informal problem solving is not successful, the Consumer can file a written grievance with the ED. The ED will conduct an investigation and respond in writing to the Consumer within 10 workdays from receipt of the grievance.

The Consumer is entitled to designate any person to assist or act for the Consumer in the representation of the grievance. The Consumer’s representative may or may not be a Consumer of the Center, but only one Center Consumer may be so designated. When a Consumer elects to have more than one individual assist with the grievance, the Consumer must designate only one person to serve as the spokesperson in any oral or written presentation.

If the Consumer is dissatisfied with the action taken on the Grievance, the Executive Director will inform the Consumer of the right to present the matter to the next higher level of appeal, personally or through a designated representative.

Any appeal by a Consumer from the written decision of the Executive Director must be submitted in writing to the next higher level of appeal, which is the ACCESS II Board of Directors, with a copy to the ED, within 30 calendar days of receipt of the written decision from the Executive Director. Failure to file a timely appeal will constitute a waiver of appeal by the Consumer.

The decision of the Board of Directors will be made within thirty workdays from receipt and is final.

Vendor

Vendor Responsibilities (adapted from 19 CSR 15-8.400)

*Access II Independent Living Center Inc. is vendor for Consumer Directed Services (CDS). Below are some of the expectations of vendors for CDS from the Department of Health and Senior Services.*

1. All vendors of the consumer-directed services (CDS) program shall:
   1. Have a philosophy that promotes that consumer’s ability to live independently in the most integrated setting. This philosophy includes the following independent living services:
      1. Advocacy
      2. Independent living skills training
      3. Peer counseling
      4. Information and referral
   2. Have a valid written agreement with the Department of Health and Senior Services (DHSS)
   3. Have a valid MoHealthNet (Medicaid) participation agreement pursuant to federal and state laws and regulations
2. Vendors shall perform, directly or by contract, payroll accounting functions for consumers, including but not limited to
   1. Collecting timesheets and certifying their accuracy
   2. Transmitting individual payments to the personal care attendant (attendant) on behalf of the consumer
   3. Ensuring all payroll, employment, and other taxes are paid timely
3. Vendors shall, directly or by contract, file claims for MoHealthNet (Medicaid) reimbursement
4. In addition, to the above requirements, vendors shall be responsible, directly or by contract, for the following:
   1. Maintaining a list of eligible attendants
      1. Ensuring that each attendant is registered, screened, and employable pursuant to the Family Care Safety Registry (FCSR) and the Employee Disqualification List (EDL) maintained by DHSS, and applicable state laws and regulations
      2. Performing quarterly background screenings through the FCSR and the EDL as well as monthly screenings through the Office of Inspector General List of Excluded Individuals/Entities (OIG LEIE)
      3. Notifying the attendant of his or her responsibility to comply with applicable state laws and regulations regarding reports of abuse or neglect
   2. Training and orientation of consumers in the skills needed to recruit, employ, instruct, supervise and maintain the services of attendants
   3. Processing of consumer’s inquiries and problems
   4. Maintaining confidentiality of consumer records, including eligibility information from DHSS, pursuant to applicable federal and state laws and regulations
   5. Performing case management activities with the consumer at least monthly to provide ongoing monitoring of the provision of services in the plan of care and other services as needed to live independently
   6. Ensuring the consumer has an emergency and/or backup plan
   7. Monitoring utilization of units by the consumer at least monthly

Attendants

Attendant Qualifications (taken from 19 CSR 15-8.400)

Attendants must meet the following qualifications:

1. Be at least eighteen (18) years of age
2. Be able to meet the physical and mental demands required to perform specific tasks required by a particular consumers
3. Agree to maintain confidentiality
4. Be emotionally mature and dependable
5. Be able to handle emergency type situations
6. Not be the consumers’ spouse
7. Be registered with and have a clear background screening through the Family Care Safety Registry (FCSR) or have been granted a Good Cause Waiver by DHSS which is still in good standing.
8. Not be listed on the Employee Disqualification List (EDL) which is maintained by the Department of Health and Senior Services (DHSS)
9. Not be on the List of Excluded Individuals/Entities (LEIE) which is maintained by the Office of the Inspector General (OIG)

The attendant is an employee of the consumer only for the time period subsidized with CDS funds, but is ***never*** the employee of the vendor, DHSS, or the state of Missouri.

Mandated Attendant Reporting of Abuse, Neglect, and Exploitation (ANE)

**All** attendants providing CDS are mandated reporters. Mandated reporters are required by law (660.300, 565.188, 208.912, and 198.070, RSMo) to report suspicions or allegation of abuse, neglect, or exploitation (ANE) immediately to the DHSS Central Registry Unit (CRU) at 800-392-0210. Mandated reporters do not have to witness the ANE in order to make a report. Information gained from a secondary source may reveal ANE and those instances shall also be reported to CRU.

1. Mandated reporting of Abuse/Neglect
   1. The law requires specified mandated reporters regarding adults over age sixty, residents of facilities, and Home and Community Based Services (HCBS) participants. A mandated reporter shall immediately report to CRU any situation in which he/she:
      1. Has reasonable cause to believe that an consumer has been abused or neglected as a result of services (669.300, RSMo)
      2. Has reasonable cause to suspect that a person sixty years of age or older has been subjected to abuse or neglect (565.188, RSMo)
      3. Observes a person sixty years of age or older being subjected to conditions or circumstances which would reasonable result in abuse or neglect \*565.188, RSMo)
      4. Believes that a consumer has been abused or neglected as a result of the delivery or failure to deliver Consumer Directed Services (208.912, RSMo)
      5. Believes that a resident of a facility has been abused or neglected
2. **Abuse** consists of any physical, sexual, or emotional injury or harm to the reported adult.
   1. Physical injury or harm is considered the result of any act of violence by another individual. Examples include beating, striking, wounding, choking, restraining, or any other methods used to physically hurt the reported adult
   2. Sexual injury or harm is considered the result of any actions of a sexual nature inflected upon a reported adult by another person, when the reported adult has not given or is incapable of giving consent. Examples include: touching or fondling directly or through clothing for sexual purposes, causing the touching of another person for sexual purposes, promoting/observing activities for sexual purposes, failure to prevent inappropriate activity observed by a third person when it is known or believed that there is risk of harm or injury, etc.
   3. Emotional injury or harm is considered to result from acts of verbal abuse or the act of purposefully withholding or withdrawing affection with the intent to provoke distress. This shall include incidents that would cause emotional distress to a senior or adult with a disability regardless of age or physical/mental impairment. Examples include referring to a reported adult in their presence with profanity or in a demeaning, undignified, or derogatory manner, etc.
3. **Neglect** is the failure to provide care, goods, or services to the reported adult, who is believed to be unable to adequately perform or obtain services which are necessary to meet the essential human needs. Neglect may be perpetrated by oneself or by an alleged perpetrator with a legal or contractual responsibility to act.
   1. Neglect may be **passive:** Careless conduct or a breach of a duty resulting in injury by the unintentional failure to fulfill a caregiving obligation or failure to provide based on ignorance.
   2. Neglect may be **active:** Careless or reckless conduct or a breach of a duty resulting in injury by the intentional failure to fulfill caregiving needs.
4. **Exploitation** occurs when an alleged perpetrator has obtained control over the reported adult’s property by deception, intimidation, or force (570.145 RSMo); this shall include, but is not limited to, acts whereby property or funds have been diverted for the use of the alleged perpetrator without the reported adult’s authorization such as misuse of a power of attorney, fraud, theft, stealing by deceit, or undue influence in writing wills or other documents.
5. In addition to the specific abuse, neglect, and exploitation allegations listed above, there are two (2) allegations specific to CDS attendants:
   1. **Misappropriation** occurs when a CDS attendant is believed to have diverted personal property or funds from a CDS consumer. Examples or such acts may include theft of money or other items, borrowing money with the promise to repay, forged checks, unauthorized use of debit or credit card, etc.
   2. **Falsification of documentation** occurs when a CDS attendant is believed to have falsified time sheets. Examples of such acts may include leaving early or arriving late but claiming entire time, no showing up for work but claiming time, claiming time for being in two locations at the same time, etc. (for more information see MoHealthNet (Medicaid) Fraud section)

Attendant Responsibilities

1. Performall tasks as they are listed on the consumer’s plan of care.
   1. **Only** tasks outlined on the plan of care should be performed by the attendant
   2. The attendant is to provide services **only** to the consumer listed on the plan of care. They are not allowed to provide services to visitors, children, pets or other persons in the consumer’s household
   3. The consumer is responsible for showing the attendant the manner in which the consumer wishes for the specified task to be completed
   4. The attendant should be actively providing services as outlined in the plan of care during the **entire** period that he/she is clocked in to work.
2. Utilize the vendor’s designated electronic time tracking system to track time worked for the consumer
   1. Call the toll-free number to clock in when work is beginning
   2. Call the toll-free number to clock out when work is completed
   3. Accurately report the tasks that have been completed during the time worked
   4. Verify daily the clock in and clock out times that the system has recorded for the attendant
3. Attendants are not responsible for providing cleaning supplies, any protective gloves or protective gear, gasoline, or vehicle for the consumer. These things are the responsibility of the consumer.

Training

Vendor training of consumer/attendant (adapted from 19 CSR 15-8.400)

The vendor shall be responsible, directly or by contract, for the training and orientation of consumers in the skills needed to recruit, employ, instruct, supervise and maintain the services of attendants. This training and orientation should include but not be limited to:

1. Assisting consumers in the general orientation of attendants as requested by the consumer
2. Tracking attendant’s time worked
3. Identification of issues that would be considered fraud of the program
4. Allowable and non-allowable tasks
5. Rights and responsibilities of the attendant
6. Identification of abuse, neglect, and/or exploitation

MoHealthNet (Medicaid) Fraud

Consumer Directed Services are a Home and Community Based Service (HCBS) provided to MoHealthNet (Medicaid) participants. All attendant services are submitted to and paid by MoHealthNet (Medicaid). If an attendant’s time worked is submitted and the consumer and/or attendant knows that the time or tasks being submitted is incorrect, the consumer and/or the attendant could be referred to legal authorities as a result of falsifying records, which could result in MoHealthNet (Medicaid) fraud. Any falsification or other misrepresentation of attendant’s time worked will constitute MoHealthNet (Medicaid) fraud. All payments made as a result of inaccurate timesheet information will be recouped from the consumer and the attendant. Any apparent fraud will be reported to the proper authorities.

Medicaid Fraud Policy

Access II-Independent Living Center is a Medicaid Provider through the provision of Consumer Directed Services. As such, Access II is required to report any alleged Medicaid fraud to the proper authorities. This would include the Missouri Medicaid Audit and Compliance Unit (MMAC), and Missouri Department of Health and Senior Services (DHSS) and the Missouri Attorney General.

Falsification of telephony calls and/or timesheets in the Consumer Directed Services Program is considered a misuse of Medicaid funds, sometimes referred to as Medicaid fraud. Access II-Independent Living Center does not tolerate falsification of telephony calls and/or timesheets or Medicaid fraud. Putting false or fraudulent information on timesheets is extremely serious and can be punishable by law.

According to the Missouri Attorney General, “falsifying timesheets or signatures in connection with the provision of personal care services” is considered Medicaid fraud. In addition, individuals who violate Medicaid fraud regulations may lose their Medicaid eligibility for life and be banned from receiving Consumer Directed Services or In-Home Services. **The Missouri Attorney General may file criminal charges against Attendants/Aides or Consumers/Clients for Medicaid fraud and there may be serious financial penalties and even prison time for violators.**

The Medicaid funding received for the Consumer Directed Services Program is to be used to pay the client’s attendant(s) based on time and tasks worked by the approved attendant according to the approved care plan formulated by the Department of Health and Senior Services (DHSS) during the consumer’s evaluations or assessments. If the funding is used for any other reason, this will be considered a misuse of Medicaid funds and can be considered Medicaid fraud.

**If Falsification or Fraud is Discovered**

If Access II-Independent Living Center discovers a telephony call and/or timesheet that is believed to contain false or fraudulent information, or is told that falsification or fraud exists, Access II-Independent Living Center will make the following reports as appropriate:

* Inform the Department of Health and Senior Services (DHSS) of the incident by making a hotline call.
* Inform the Missouri Medicaid Audit and Compliance Unit (MMAC) of the incident.
* Stop or prevent billing of Medicaid based on telephony calls and/or timesheets believed to be false or fraudulent.
  + If Access II-Independent Living Center has discovered that Medicaid has been billed for false or fraudulent telephony calls and/or timesheets, Access II-Independent Living Center will self-disclose the overpayment to the Missouri Medicaid Audit and Compliance Unit (MMAC).
* Stop or prevent all payments to the attendant(s) in question, for all consumers in which they are employed, based on telephony calls and/or timesheets believed to be false or fraudulent.
* As applicable, Access II-Independent Living Center will inform the Missouri Attorney General’s office of incidents of telephony calls and/or timesheet falsification.
* Access II-Independent Living Center will provide re-training to the consumer and the attendant so the same error(s) do not occur in the future.

**If telephony calls and/or timesheet falsification or fraud is suspected, Access II-Independent Living Center reserves the right to:**

* Immediately stop and suspend all payments made to the attendant(s) in question, for all consumers in which they are employed, based on telephony calls and/or timesheets believed to be false or fraudulent, pending an investigation decision of Access II-Independent Living Center, the Department of Health and Senior Services (DHSS), or the Missouri Medicaid Audit and Compliance Unit (MMAC).
* Immediately disqualify the attendant from working for any Access II-Independent Living Center consumer, pending an investigation decision of Access II-Independent Living Center, the Department of Health and Senior Services (DHSS) or the Missouri Medicaid Audit and Compliance Unit (MMAC).
* Choose to withdraw as the consumer’s CDS vendor immediately upon notification to the Department of Health and Senior Services (DHSS). The consumer will be notified in these cases.

**Examples of Telephony Calls and/or Timesheet Falsification or Fraud**

**Note: the information contained in this policy regarding timesheets also applies to telephony call records and telephony time slips.**

Some examples of falsification or telephony calls and/or timesheets or Medicaid fraud may include *but are not limited to:*

* Submitting a telephony record/timesheet for payment for days the approved attendant(s) did not work
* Submitting a telephony record/timesheet for payment of more hours than the attendant(s) worked
* Submitting a telephony record/timesheet for payment with tasks noted that the attendant(s) did not actually complete for the consumer
* Submitting a timesheet for payment that has been filled out before the work has been done
  + Submitting a timesheet before a shift is completed (example: turning in a timesheet at 1pm showing the attendant worked until 5pm that day)
  + Filling out timesheets ahead of time for days that have yet to occur
* Submitting a telephony record/timesheet for payment of time the attendant(s) worked while completing tasks not approved on the consumer’s care plan (examples: yard work, pet care, home repair, etc.)
* Submitting a telephony record/timesheet for payment for days the consumer was in the hospital, emergency room, physician’s office, rehab, nursing home, or other facility
* Submitting a telephony record/timesheet for payment for days the attendant(s) was institutionalized (in the hospital, nursing home, rehab, jail, prison, etc.)
* Submitting a telephony record/timesheet for payment when the attendant(s) was on-the-clock or working for another consumer, agency, organization or business at the same time
* Submitting a telephony record/timesheet for payment when the attendant(s) was doing work for people of than the consumer
* Submitting a timesheet for payment with signatures or initials that are not those of the actual consumer or attendant
* Submitting an approved attendant’s timesheet for payment when someone other than the approved attendant did the work
* Submitting a timesheet for payment that has signatures other than those approved to sign the timesheet
* Submitting a timesheet for payment from an attendant who no longer works for the consumer for any reason
* Submitting a telephony record/timesheet for payment for a consumer who is closed with Access II-Independent Living Center for any reason

**If telephony calls and/or timesheet falsification or fraud is proven, Access II-Independent Living Center reserves the right to:**

* Immediately disqualify the attendant from working for any Access II-Independent Living Center consumer at present time or in the future.
* Withdraw as the consumer’s CDS vendor immediately upon notification to the Department of Health and Senior Services (DHSS).

If this decision is made, the consumer will not be eligible to receive Consumer Directed Services from Access II-Independent Living Center at any time in the future.

**Overpayment of Attendant**

**Recovery of Money due to Medicaid Fraudulent Activity**

Since Medicaid fraud is an illegal act, not only will the attendant be required to pay back any monies involved with the fraud but the consumer and/or the attendant involved may be prosecuted as well. This would include money that was paid to the attendant due to falsifying a timesheet.

If an attendant is overpaid, he/she can either write a personal check or authorize a reduction in pay to cover the repayment.

Access II-Independent Living Center will not reduce an attendant’s pay without written authorization by the attendant or proof that the attendant was afforded due process prior to a reduction in pay. Proof of due process is satisfied by providing a copy of the letters that were sent to inform the attendant that wages will be reduced if he/she fails to either repay the debt or provide information to establish there was no overpayment. If an attendant does not dispute the overpayment, there is no need to send either letter. The signed acknowledgement of overpayment/authorization to reduce wages form documents that the attendant was informed of the right to dispute the amount of overpayment and has agreed to the method of repayment.

When an overpayment occurs, the repayment must be within the same tax year. In the exceptional situations where the overpayment occurs in one tax year and is not discovered until the next tax year, there will be additional steps and paperwork required. The following information is for repayments that are made in the same tax year.

1. Access II-Independent Living Center will verbally inform the attendant of an overpayment
2. In order for Access II-Independent Living Center to obtain the net repayment amount, which takes into consideration the taxes that were paid on the amount of the overpayment, the following information is needed:

Attendant’s name

Pay period in which the attendant was overpaid

The gross amount the attendant should have been paid.

**If the attendant agrees there has been an overpayment, Access II-Independent Living Center will:**

1. Inform the Attendant of the net amount to be repaid
2. Obtain a signed acknowledgement of overpayment/authorization to reduce wages form, on which the attendant will have elected to repay either by personal check or by wage reduction

Repayment by personal check: Send the check, payable to

ACCESS II-Independent Living Center to the payroll office.

Repayment by wage reduction: The payroll office will process a miscellaneous deduction to reduce the attendant’s pay which will take into account the taxes that were charged on the overpayment.

1. Retain a copy of the authorization form with the department payroll records for the pay period in which the overpayment occurred.

**If the Attendant does not agree to repayment after verbal notice, and does not respond when verbally informed of the overpayment, or fails to repay the overpayment in a timely fashion, Access II-Independent Living Center will:**

1. Send a letter on company letterhead, via certified mail, return receipt requested to the attendant's home address notifying the attendant of the overpayment and the options for repayment or to contest the amount of overpayment.
2. If the attendant does not either respond to the first letter or meet to dispute the overpayment and based on information provided by the attendant, Access II -Independent Living Center still believes there is an overpayment, the company will send a second letter on company letterhead, via certified mail, return receipt requested to the attendant's home address to confirm the overpayment will be deducted from his or her next check.
3. Process the authorization to reduce wages form along with both letters to payroll office.
4. Retain a copy of the form and letters with the department payroll records for the pay period in which the overpayment occurred.

Note: The above process should be followed even if the attendant has been terminated. A miscellaneous deduction will be entered in the payroll system so that the overpayment can be recovered if the attendant is later rehired.

Health Information Portability and Accountability Act (HIPAA)

The Privacy Rule (adapted from www.hhs.gov)

The Privacy Rule, a Federal law, gives you rights over individuals’ health information and sets rules and limits on who can look at and receive an individuals’ health information. The Privacy Rule applies to all forms of individuals' protected health information, whether electronic, written, or oral. Organizations that must follow these rules are known as **covered entities**.

**How Is This Information Protected**

* Covered entities must put in place safeguards to protect your health information.
* Covered entities must reasonably limit uses and disclosures to the minimum necessary to accomplish their intended purpose.
* Covered entities must have contracts in place with their contractors and others ensuring that they use and disclose your health information properly and safeguard it appropriately.
* Covered entities must have procedures in place to limit who can view and access your health information as well as implement training programs for employees about how to protect your health information.

**Who Can Look at and Receive Your Health Information**

The Privacy Rule sets rules and limits on who can look at and receive your health information. To make sure that your health information is protected in a way that does not interfere with your health care, your information can be used and shared:

* For your treatment and care coordination
* To pay doctors and hospitals for your health care and to help run their businesses
* With your family, relatives, friends, or others you identify who are involved with your health care or your health care bills, unless you object
* To make sure doctors give good care and nursing homes are clean and safe
* To protect the public's health, such as by reporting when the flu is in your area
* To make required reports to the police, such as reporting gunshot wounds

Payroll Procedures

Attendant Wages

1. All attendants earn $8.00 per hour upon being initially hired by the consumer.
2. Attendants are eligible for a wage increase after one year of consistent active employment and received wages.
   1. The consumer must complete a request from to submit to Access II Independent Living Center Inc.
   2. The request can be either approved or denied by the Executive Director.
   3. If approved, the consumer will be notified by letter of the approval and the increase will go into effect on the first pay period following the approval.
   4. If denied, the consumer will be notified by letter and has the choice to appeal any action or inaction by Access II Independent Living Center Inc. Under the procedure:
      1. The consumer must first discuss his/her concerns with Access II Independent Living Center Inc.’s Program Manager.
      2. If the consumer is still dissatisfied or it is impractical for the consumer to discuss his/her dissatisfaction with the Program Manager, he/she may submit a written grievance to the Executive Director of Access II Independent Living Center Inc. This grievance must be submitted within 10 working days after the action or inaction of the complaint.
      3. If the consumer is still dissatisfied, within 30 days after submitting the grievance to the Executive Director, the consumer must submit a written grievance to the President of the Board of Directors for Access II Independent Living Center Inc.
      4. The written decision of the Board of Directors about the consumer’s grievance ends the grievance process.
      5. If a wage increase is denied, the consumer must wait 6 months (from the date of the denial letter) before submitting another request for a wage increase for that attendant.
   5. Wage increases are approved in increments of $0.25 per hour. Only one wage increase will be approved per attendant per year.
   6. Wages are currently capped at $9.00 per hour based on available funding from Department of Health and Senior Services.

Telephony Time Tracking

Access II Independent Living Center Inc. uses an electronic system to track attendants’ time worked. This electronic system is operated via a phone call from a consumer’s designated telephone number.

**Consumer Role:**

* The telephone number must be a number registered to the consumer’s residence or registered in the consumer’s name.
  + Access II Independent Living Center Inc. reserves the right to make exceptions in **extreme** situations where these criteria cannot be met.
* The consumer will sign a form authorizing Access II Independent Living Center Inc. to utilize the designated number for attendant time tracking purposes.
* The consumer will ensure that the attendant is utilizing the Telephony system to track his/her clock in and clock out times daily.
* The consumer will keep a separate physical record of attendant’s time worked in order to track the amount of time the attendant has worked versus the consumer’s authorized hours of service in order to ensure that attendant is only working the maximum amount of time allowed within the consumer’s plan of care.
* The consumer will ensure that the attendant’s time worked is recorded correctly with Access II Independent Living Center Inc.

**Attendant Role:**

* The attendant will call the Telephony system to clock in prior to completing any work listed on the consumer’s plan of care.
* The attendant will call the Telephony system to clock out immediately after completing work listed in the consumer’s plan of care.
* The attendant will keep an alternate record of time worked in case electronic records are not available for any time worked.
* The attendant will submit a properly completed paper timesheet if the Telephony system is unavailable or if Transportation services are provided but they are unable to be tracked utilizing the Telephony system.

**Paper Timesheets**

* Paper timesheets are to be submitted **only** for Transportation services that CANNOT be tracked utilizing the Telephony system
* OR if the Telephony system is not available
* When a paper timesheet is submitted, follow the following guidelines:
  + Fill In Month and Date (ONLY ONE DAY PER TIMESHEET SLIP)
  + Fill in Time In and Time Out (Circle AM or PM)
  + Consumer Initial Time In
  + Attendant Initial Time Out
  + Fill in Total Hours (make sure to list in 15 minute increments)
  + Mark Tasks Provided (Transportation Time ONLY if provided and unable to track utilizing Telephony or any tasks if Telephony system NOT working)
  + Attendant Signature
  + Consumer Signature
  + Mark box if requesting additional timesheet slips
  + Mark box if requesting additional Telephony training
* If a timesheet requires corrections or additional information, it will be returned to the consumer to do so.
* **If more than one (1) paper timesheet is submitted per pay period, the attendant’s payroll will NOT be processed until the following pay period.**
* **If a timesheet is submitted after the noon deadline on Monday, it will be processed the following payroll period.**

Payroll Periods

1. Payroll periods begin on a Saturday.
2. Payroll periods end on a Friday 14 days later.
3. All attendant time tracked must be submitted for payment to Access II Independent Living Center Inc. by **noon** on Monday following the end of the payroll period on Friday.
4. Payroll payments are distributed on the Friday following the end of the payroll period on the previous Friday.
5. The consumer must have an active MoHealthNet (Medicaid) status in order for the attendant to receive wages.

Payroll Payments

The attendant may choose one of the two following methods to receive wages for work performed:

* Direct deposit into a checking/savings account
* Rapid Pay card

Wages will be deposited or electronically transferred on the designated Friday. If an attendant has not received notification of pending payment by Friday at noon the attendant’s consumer should contact Access II Independent Living Center Inc. by phone. (Due to HIPPA guidelines, Access II Independent Living Center Inc. cannot communicate via e-mail regarding an attendant’s payroll information).

Stop Payments and Check Reissues

In the event that an attendant claims to have not received a check, the following procedure will be followed:

1. The CDS Payroll Specialist will notify the Financial Director.
2. The Financial Director will check with the bank to see if the check has been cashed.
   1. If the check has been cashed, a copy of the check will be requested and the attendant will be asked to come to Access II and verify whether or not his/her signature is on the back of the check.
      1. If it is his/her signature, this could be grounds for his/her dismissal as an attendant for any of Access II Independent Living Center Inc.’s consumers.
      2. If it is not his/her signature, a police report will be filed in the jurisdiction where the check was cashed.
3. If it is determined that a check has not been cashed and the attendant requests a new check, Access II Independent Living Center Inc. will submit a stop payment on the check and reissue the check during the following payroll period. Attendants will be charged a $20 stop payment fee for all checks that are reissued.

If Access II Independent Living Center Inc. makes a mistake in processing payroll for an attendant, Access II Independent Living Center Inc. will correct that mistake and will process a check as soon as possible for that attendant. If the mistake is by the consumer or the attendant, Access II Independent Living Center Inc. makes no guarantees as to the date of payment.

Overpayment of Attendant

If an attendant is overpaid, he/she can either write a personal check or authorize a reduction in pay to cover the repayment.

Access II Independent Living Center Inc. will not reduce an attendant’s pay without written authorization by the attendant or proof that the attendant was afforded due process prior to a reduction in pay. Proof of due process is satisfied by providing a copy of the letters that were sent to inform the attendant that wages will be reduced if he/she fails to either repay the debt or provide information to establish there was no overpayment. If an attendant does not dispute the overpayment, there is no need to send either letter. The signed acknowledgement of overpayment/authorization to reduce wages form documents that the attendant was informed of the right to dispute the amount of overpayment and has agreed to the method of repayment.

When an overpayment occurs, the repayment must be within the same tax year. In the exceptional situations where the overpayment occurs in one tax year and is not discovered until the next tax year, there will be additional steps and paperwork required. The following information is for repayments that are made in the same tax year.

1. Access II Independent Living Center Inc. will verbally inform the attendant of an overpayment
2. In order for Access II Independent Living Center Inc. to obtain the net repayment amount, which takes into consideration the taxes that were paid on the amount of the overpayment, the following information is needed:

Attendant’s name

Pay period in which the attendant was overpaid

The gross amount the attendant should have been paid.

**If the attendant agrees there has been an overpayment, Access II Independent Living Center Inc. will:**

1. Inform the Attendant of the net amount to be repaid
2. Obtain a signed acknowledgement of overpayment/authorization to reduce wages form, on which the attendant will have elected to repay either by personal check or by wage reduction

Repayment by personal check: Send the check, payable to ACCESS II, Independent Living Center Inc. to the payroll office.

Repayment by wage reduction: The payroll office will process a miscellaneous deduction to reduce the attendant’s pay which will take into account the taxes that were charged on the overpayment.

1. Retain a copy of the authorization form with the department payroll records for the pay period in which the overpayment occurred.

**If the Attendant does not agree to repayment after verbal notice, and does not respond when verbally informed of the overpayment, or fails to repay the overpayment in a timely fashion, Access II Independent Living Center Inc. will:**

1. Send a letter on company letterhead, via certified mail, return receipt requested to the attendant's home address notifying the attendant of the overpayment and the options for repayment or to contest the amount of overpayment.
2. If the attendant does not either respond to the first letter or meet to dispute the overpayment and based on information provided by the attendant, Access II Independent Living Center Inc. still believes there is an overpayment, the company will send a second letter on company letterhead, via certified mail, return receipt requested to the attendant's home address to confirm the overpayment will be deducted from his or her next check.
3. Process the authorization to reduce wages form along with both letters to payroll office.
4. Retain a copy of the form and letters with the department payroll records for the pay period in which the overpayment occurred.

Note: The above process should be followed even if the attendant has been terminated. A miscellaneous deduction will be entered in the payroll system so that the overpayment can be recovered if the attendant is later rehired.

Grievance Procedures

Consumer Grievances

Consumers wishing to file a grievance regarding their services should follow the procedures listed below:

* 1. The consumer must first discuss his/her concerns with Access II Independent Living Center Inc.’s Program Manager.
  2. If the consumer is still dissatisfied or it is impractical for the consumer to discuss his/her dissatisfaction with the Program Manager, he/she may submit a written grievance to the Executive Director of Access II Independent Living Center Inc. This grievance must be submitted within 10 working days after the action or inaction of the complaint.
  3. If the consumer is still dissatisfied, within 30 days after submitting the grievance to the Executive Director, the consumer must submit a written grievance to the President of the Board of Directors for Access II Independent Living Center Inc.
  4. The written decision of the Board of Directors about the consumer’s grievance ends the grievance process.

Access II Independent Living Center Inc.

CDS Training Manual

This CDS Training Manual supersedes and rescinds all previous policies, practices, and statements not reiterated here with this document, and become the official policy statement of Access II Independent Living Center Inc. Consumer Directed Services Program.

I , acknowledge I have read, understand and agree to adhere to the policies and procedures set forth within this CDS Training Manual by Access II Independent Living Center Inc.

Signature Date

Access II Staff Signature (Witness) Date