



Welcome!

Welcome to self-directed services! We are the Consumer Direct Care Network (CDCN). CDCN encourages people to have more control and choice over the services they receive. We want you to live the life that you want. People who self-direct their services report being happier with the services they receive. They also like the freedom they have as a result.

If you are receiving this package, CDCN was given a referral in your name from either your Managed Care Organization or your County Waiver Agency to enroll you as part of self-directed services. CDCN will act as your Fiscal Agent as part of your self-directed services.

Before services can start and payment can be made to your worker(s) we need you and the employees to complete the paperwork enclosed. You will need to complete and return the Member Enrollment Packet and the Employee (caregiver) Enrollment Packet. You should have received a phone call from your assigned Service Coordinator. If you need assistance in completing these packets or have any other questions, please call or email us. Attached to this information is the card of your assigned Service Coordinator.

We look forward to serving you!

Next Steps:

- You recruit employees.
- You and your prospective employee(s) complete and return an Employee Packet to CDCN.
- CDCN reviews the Employee Packet.
- You and your employee receive an *Okay to Work* notice from CDCN with employee start date.
- Employee receives email from Sandata with Electronic Visit Verification (EVV) IDs.
- Employee submits and you approve their time worked by using Sandata EVV.
- **Employees who live with the member and employees of child members will not use EVV.**
- For non-EVV caregivers, employee submits and you approve their time worked using a paper timesheet or the CDCN web portal.

Do you still have questions? We are happy to help! Below is our contact information.

CDCN Phone Line 877-785-9991
CDCN Fax Line (Forms)..... 877-785-9992
CDCN Email (Forms/Correspondence)..... InfoCDWI@ConsumerDirectCare.com
CDCN Web (Forms/Instructions/Training Materials)..... www.ConsumerDirectWI.com
CDCN Web Portal (Pay Information/Time Approval)..... <https://MyDirectCare.com/>

Office Location/Mailing Address

CDCN Wisconsin
744 Ryan Drive, Suite 201
Hudson, WI 54016-7984



CO-EMPLOYMENT
MEMBER DATA FORM

1. Member Name: _____
First Middle Last

Address: _____ Phone: _____

City, State, Zip: _____ Cell: _____

County of Residence: _____ DOB: _____

E-mail: _____ Member ID#: _____

Enroll for Web Portal Access? Yes No

2. Managing Party Name (if applicable): _____

Address: _____ Phone: _____

City, State, Zip: _____ Cell: _____

E-mail: _____

Relationship to Member: _____

Enroll for Web Portal Access? Yes No

3. Case Manager/Care Coordinator Name: _____

Managed Care Organization (MCO): _____

4. Potential Employees:

Name	Phone Number	Existing	Related	Live-in
_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

5) Notes: _____





MEMBER ORIENTATION AND ENROLLMENT CHECKLIST

Member Name	Managing Party Name

Member Training Manual/Resource Guide:

- Welcome Letter & Philosophy of Self-Direction
- Brief description of Manual layout
- Training on how to use/find information in the Manual/Resource Guide
- Member Advisory Council
- Complaint/Grievance Process
- Medicaid Fraud—False Claims Act
- Monthly Spending Summary Description
- Notice of Privacy Practices
- Caregiver Handbook and Handbook Appendix

Member Enrollment Packet:

Check as completed

- Member Data Form
- Service Agreement
 - Review in Detail Managing Party Responsibilities
 - Review in Detail Consumer Direct Care Network Responsibilities

Employee Enrollment Packets:

- New Employee Checklist and related forms
- Caregiver Handbook materials
- Time reporting procedures/payroll schedule
- Review training modules
- Use of Status Change Form

Note copies of all signed forms will be mailed to Member/Managing Party

Completed on: Date: ____/____/____ Time Approx. (from / to): _____ to _____

Signatures:

Program Coordinator: _____
Name *Signature*

Member or Managing Party: _____
Name *Signature*

For Office Use Only
Review Date: _____





This Agreement is between Consumer Direct for Wisconsin, LLC doing business as Consumer Direct Care Network Wisconsin (CDCN) and the following person:

Check here if you are the **Member**.

My name is: _____ . I will be directing my services under this Agreement.

Check here if you are the Member's **Managing Party (MP)**.

My name is: _____ . I will be directing the Member's services under this Agreement.

The Member's name is: _____ .

A. Introduction

1. In this Agreement:

- "Member" refers to the Medicaid recipient approved for self-directed services through Wisconsin's Family Care Program.
- "You" refers to the person directing the Member's services, either the Member or the Member's MP.
- "Party" shall mean either You or CDCN individually. "Parties" shall mean You and CDCN together.
- "Employee" refers to an individual who is hired by CDCN to provide authorized services to the Member.
- "Approving Entity" is the Managed Care Organization that authorizes the Member's services. The Approving Entity is: _____.

2. The Member's Care Plan outlines the services and supports the Member uses to maintain independence at home and in the community.

3. Through this agreement, You have chosen CDCN as your Provider Agency for self-directed Home and Community-Based Services.

4. Under a co-employment relationship, You will serve as the Employee's Managing Employer. You will refer, schedule, manage and dismiss Employees. CDCN will serve as each Employee's legal Employer of Record. CDCN will provide administrative and payroll services to You, subject to the terms and conditions of this Agreement. CDCN can terminate an Employee's CDCN employment without your permission.

B. Member/MP Responsibilities – You agree to:

1. Recruit and refer potential employees for hire:

- Submit Employee enrollment packet to CDCN prior to the Employee starting work.
- Ensure Employees complete mandatory trainings:
 - Bloodborne Pathogens protocols.
 - Abuse, Neglect and Exploitation Reporting Requirements.
 - Data Practices Act and HIPAA regulations.
 - Lifting and Moving. Employee and Member Harassment.





MEMBER SERVICE AGREEMENT

- Not allow Employees to start work until they have received an *Okay to Work* form from CDCN. You are responsible to pay for wages if they start work before receiving the *Okay to Work* form.

Note: Each Employee's employment with CDCN is based on their ability to maintain program compliance. As the Employee's Legal Employer, CDCN has the right to terminate an Employee for not following program rules or not hire a potential Employee, referred by You, at CDCN's discretion.

2. Supervise, Manage and Dismiss Employees:

- Schedule Employees to provide approved tasks and services outlined in the Member's Care Plan.
- For Employees who serve an adult Member that they do not live with:
 - Make sure the Employee accurately records each shift worked using Electronic Visit Verification (EVV). You can be held liable for fraudulent EVV time approval.
 - Approve Employee work shifts when the Employee clocks out. Use the Sandata Mobile Connect app, telephone, or a fixed device. Clean time will be paid by the payroll deadlines on the Payroll Calendar. Clean time is shift data that is processed through the Sandata system without CDCN having to perform Visit Maintenance. Contact your local CDCN office immediately for any EVV issues that may delay payment.
- For Employees who live with the Member or who serve a child Member:
 - Review and approve Employee timesheets. Use paper timesheets or the Web Portal. Follow the CDCN payroll schedule. Make sure hours on the timesheet are true and accurate. You can be held liable for fraudulent time approval.
- Evaluate quality of services and notify CDCN if You are dissatisfied with an Employee's performance.
- Work with your Employee to maintain current vehicle insurance on all vehicles used to provide services.
- Provide a safe work environment for Employees according to federal and state laws.
- Maintain a backup plan of individuals to contact if a regularly scheduled Employee cannot or doesn't show up for a shift. CDCN is not responsible for providing back-up services if an Employee cannot attend a scheduled shift.
- Dismiss Employees. Provide CDCN with the reason for the dismissal so CDCN can appropriately respond to unemployment compensation requests.

3. Report abuse, neglect, exploitation, harassment, or Member's health risk immediately to appropriate authorities, i.e. Adult Protective Services and CDCN.

C. Member/MP Acknowledgments:

1. CDCN will not pay for tasks and services that are not authorized on the Member's Care Plan. You are responsible to pay for any unauthorized wages and expenses.
 - You must monitor the Member's budget and not use more service hours or budget amounts than what is approved.

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MEMBER SERVICE AGREEMENT

- Employees may not work overtime (more than 40 hours per week) unless they have prior approval from CDCN.

2. I have received the CDCN Member Training Manual and Caregiver Handbook. Together these explain the policies, procedures and requirements for self-directed services.

3. Employees can work for other program Members.

D. Agency Responsibilities – CDCN agrees to:

1. Have a signed Service Agreement with You.

2. Follow federal, state, and local laws, and Medicaid regulations, policies, and procedures.

3. Hire/terminate Employees and provide You with the paperwork to refer Employees for hire.

4. Perform payroll and accountant tasks, including:

- Issue bi-weekly payroll checks and complete payroll tasks.
- Process federal and state income tax contributions.
- Make sure state and federal wage/hour laws are being followed.

5. Provide Employees with fringe benefits as described in a separate benefits handout.

6. Keep a record of all services provided to the Member.

7. Provide You with a monthly budget tracking report.

8. Pass Quality Assurance audits.

9. Ensure Employees are compliant with program rules. For each Employee, CDCN will:

- Perform background checks.
- Document completion of mandatory trainings.
- Maintain a personnel file.

10. Produce required reports for the state and other entities.

11. Process all claims for program services.

12. Report immediately to appropriate authorities suspected abuse, neglect, exploitation, harassment, or Member's health risk.

E. Terms and Conditions

Decision to Serve: CDCN can choose not to serve You for these reasons:

- You do not follow the Service Agreement.
- You do not follow the policies and procedures in the Member manual.
- The Member's health and safety needs are not met under the program.
- Compliance is not maintained with timesheet requirements and CDCN procedures.

Indemnification: You are in the best position to oversee your Employees' actions when they are working for You. Due to this, You agree to indemnify CDCN. This means that if your Employees cause property damages or a legal dispute while working for You, You are responsible for paying any

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damages and legal fees assessed against CDCN. CDCN is also not responsible for Employees' theft of personal belongings. CDCN is not liable for your Employees' actions and damages incurred.

Duration and Modification of Agreement: The Agreement starts when it is signed by You and CDCN. It can be changed. Changes must be in writing, signed and dated by both Parties. The Agreement may be ended by either party. You agree that ending the Agreement means services from CDCN will stop.

State Law: If Parties cannot solve a problem through negotiation or talking about the problem, then Wisconsin laws apply. Any legal action related to this Agreement must be held in the county where CDCN is located.

Partial Invalidity: If part of this Agreement is found to be wrong, it does not mean the whole Agreement is not correct. The rest of the Agreement must be followed.

Arbitration: A dispute about this Agreement is handled by an independent arbitrator at the location of the dispute. Parties will split the cost of the arbitrator. Each Party will handle their own legal fees. Parties may agree to another arbitration process.

Timely Notification: Both Parties agree to notify each other in a timely manner about the duties in this Agreement.

Termination: This Agreement can end in three ways:

- **Mutual Agreement** - Both Parties can agree in writing to end the Agreement at any time.
- **Termination Without Cause** - Either Party can end the Agreement with a 30-day written notice for any reason or no reason. Also, if the Member's relationship with the Approving Entity ends, this Agreement is terminated.
- **Termination for Cause** - Either Party can end the Agreement with written notice if a policy or procedure established by the Approving Entity is not being followed. Notice must include the policy(s) that is not being followed by the other Party.

Assignment: CDCN may sell, assign or transfer this Agreement to another provider without notice. The new owner will have the same rights, benefits, and duties in this Agreement. If this happens, You will receive written notice about the new owner. Medicaid rules do not allow You to assign this Agreement to someone else.

Workers Compensation Program: You and your Employee must follow CDCN's safety program rules. If not, work-related injuries may be denied coverage under the Workers' Compensation program.

Entire Agreement: This Agreement and other written materials describe the complete understanding between You and CDCN. Any verbal agreements do not apply. All agreements must be put in writing.

F. Conclusion:

This Agreement is between You and CDCN. It is not a contract/guarantee of employment for Employees. CDCN does not control or direct how You or the Employees perform duties and responsibilities. You are the direct (managing) employer. You are responsible for recruiting, training and supervising Employees. You are also responsible for monitoring your approved budget and not overspending. **(Please sign on next page.)**

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CO-EMPLOYMENT
MEMBER SERVICE AGREEMENT

By signing, the Parties agree to follow the Responsibilities and Terms and Conditions stated above.

Member/MP Name

Signature

Date

CDCN Representative Name

Signature

Date



