

'Ability Care Partners' (herein referred to as "ACP") Policies & Procedures are intended for the 'consumer' and the 'employee' (herein referred to as "PCA or "QP") to be abided by at all times as stated in the **PCA Employment Agreement** and **PCA Consumer Service Agreement** on file with ACP. Our web site <http://www.abilitycare.com>, will be the official source of all current Policies & Procedures. Any additions, revisions or omissions to the Policies & Procedures will be noted and posted on the web site. If you would like a printed copy, please contact us. If the consumer or employee does not wish to abide by these Policies & Procedures outlined below, they must immediately notify us in writing to terminate their services or employment.

### 1. SERVICE ORIENTATION

Personal Care Attendant services allow consumers with disabilities to live independently in their own home and maintain overall well-being at a greatly reduced cost compared to institutionalized care facilities. Regardless of your PCA or healthcare experience, it is vital that you understand the PCA program and job functions outlined by DHS guidelines and MN Statute (section 256B.0659).

#### 1.1. PCA Service Terminology & Descriptions

- **PCA Choice Agency - Ability Care Partners (ACP)** is a PCA Choice Agency. PCA Choice is designed by the state to be a consumer-directed PCA service model where the recipient of care takes on added responsibility such as hiring/firing, training, scheduling and supervising their PCA staff. Traditional PCA Providers are commonly referred to as a Personal Care Provider Organization (PCPO) where the consumer relies on the PCPO to assign and manage the direct care staff.
- **Consumer** - The person with disabilities who is the recipient of personal care services.
- **Responsible Party (RP)** - For consumers who are not fully capable of directing their own care and/or making informed decisions, they can elect to have a RP to assist them with directing their cares, making informed decisions and providing co-supervision to the PCAs. When applicable, the PCA and PCA Choice Agency will be required to communicate with the RP, and vice versa.
- **Personal Care Assistant (PCA)** - The person hired to provide hands-on, direct care services to the consumer.
- **Qualified Professional (QP)** - The QP is a Registered Nurse (RN), Licensed Social Worker (LSW) or Mental Health Professional employed by ACP who conducts in-person visits with the consumer as required by law.
- **Public Health Nurse (PHN)** - A Nurse assigned by the County that conducts the annual PCA service assessment to determine the necessity of PCA services for the consumer.
- **Care Plan** - Documentation that outlines cares needed, emergency staffing plan and monthly hours plan. The Care Plan is to be developed/maintained by the QP and consumer at each required in-person visit and must reflect the cares determined in the PHN's care assessment. The Care Plan must be kept on file with the agency and must be available at all times to the PCA in the consumer's home.
- **Health Care Directive** - A written document that informs others of your wishes about your health care. It allows you to name a person ("agent") to make health care decisions for you in the event you are unable to decide. It also allows you to name an agent if you want someone else to make health care decisions for you at all times. You must be at least 18 years old to make a Health Care Directive.
- **Minnesota Department of Human Services (DHS)** – Regulates, audits and issues services related to the PCA program per MN statutes.
- **Service Agreement (SA)** - DHS reviews the PHN assessment recommendations and issues a SA outlining dates of service and number of units (15 minutes) approved for the consumer. Services cannot be provided by ACP without an approved SA. PHN recommended units are subject to change by DHS, the PHN does NOT have final say for the number of units a consumer receives. Consumer's may appeal the DHS decision in writing (directions for appeal are on the consumer copy of the SA).
- **Flexible Use** - All SA's are divided into two 6-month periods. If the consumer does not use the approved total hours in the first 6-month period, those accumulated hours do not carry over into the second 6-months. If the consumer goes over the total number of hours in the first 6 months, they are required to wait until the next 6-month period begins to resume using their PCA services.
- **Medical Assistance (MA)** - State & Federal Medicaid funds pay for PCA services to the consumer.
- **Surveillance Integrity Review Service (SIRS)** - A division of DHS that investigates complaints regarding suspected fraud, misuse and abuse of PCA services by the PCA Choice Agency, consumer and/or PCA.
- **Vulnerable Adult Act** - Any person that receives PCA services is considered a Vulnerable Adult, due to their increased risk of vulnerability to abuse, neglect and exploitation. Any suspected, alleged or confirmed violations must be reported immediately to ACP staff.
- **Maltreatment of Minors** - Any person under the age of 18 is considered a minor and requires a parent or guardian to make informed decisions for them. Minors are also a protected classification under law. Any suspected, alleged or confirmed violations must be reported immediately to ACP staff.
- **Mandated Reporters** - Any person who is employed to provide direct care services to the consumer is required by law to report violations of the Vulnerable Adult Act or Maltreatment of Minors. Anyone found to have violated a consumer's rights or have withheld information related to a violation of a consumer's rights may be punished by fines and prosecution.
- **Common Entry Point (CEP)** - Each County in MN has a CEP to answer calls for suspected or confirmed violations of the Vulnerable Adult Act and/or Maltreatment of Minors Act. Reports can be made anonymously. ACP asks all PCAs to notify the agency of your concerns prior to reporting to the CEP (See page 14 for a list of CEP's phone numbers).

**1.2. PCA Employee Eligibility & Minimum Requirements** - To be employed by ACP as a PCA, you must:

- Be at least 18 years of age and able to provide PCA services according to the consumer's PCA Care Plan.
- Effectively communicate with the consumer (or RP), QP and ACP management.
- Respond appropriately to the consumer's needs and report changes in the consumer's condition to them and the QP.
- Maintain daily written records including, but not limited to, timesheets.
- Complete training and orientation on the needs of the consumer within the first seven days after services begin.
- Be supervised by the consumer (or RP) and the QP.
- PCA's CANNOT be a: Paid guardian, parent or step-parent of a minor child, consumer of PCA services, RP, or spouse of the consumer.

**1.3. PCA Job Duties** - The PCA may provide the following services and supports to the consumer, as needed, to assist in:

**A. Activities of Daily Living -**

- **Dressing** - Including choosing, applying, and changing of clothing and special appliances or wraps.
- **Grooming** - Hair care, oral care, shaving, applying cosmetics and deodorant, care of glasses and hearing aids. *Nail care is included, except for recipients who are diabetic or have poor circulation.*
- **Bathing** - Basic personal hygiene and skin care.
- **Eating** - Including application of orthotics required for eating, transfers, hand washing and feeding.
- **Transfers** - Assistance with transferring from one seating or reclining area to another.
- **Mobility** - Assistance with ambulation, including use of a wheelchair.
- **Positioning** - Assistance with positioning or turning a recipient for necessary care and comfort.
- **Toileting** - Bowel or bladder elimination and care (includes transfers, mobility, positioning, feminine hygiene, use of toileting equipment/supplies, cleansing the perineal area, inspection of the skin, and adjusting clothing).

**B. Instrumental Activities of Daily Living (IADL)** - Includes meal planning/preparation; assistance with paying bills; shopping for food, clothing, and other essential items; performing light household tasks integral to the PCA services; communication (telephone/computer); and traveling (medical appointments, participating in community). PCAs are not to provide IADL supports to minors and must not document such supports on a timesheet.

**C. Observation and Redirection of Behaviors** - PCAs may observe and redirect the consumer for episodes where there is a need for redirection due to behaviors.

**D. Health-Related Procedures and Tasks** - A PCA may provide health-related procedures and tasks associated with the complex health-related needs of a consumer if the procedures and tasks meet the definition outlined under this section; and the PCA is trained by the RN QP; and the PCA demonstrates competency to safely complete the procedures and tasks. Delegation of health-related procedures and tasks and all training must be documented in the Care Plan and the consumer's and PCA's files.

**Examples of Health-related Procedures and Tasks:**

- Range of Motion (ROM) and passive exercise to maintain a recipient's strength and muscle function.
- Assistance with self-administered medication.
- Interventions for seizure disorders, including monitoring and observation.
- Other activities considered within the scope of the PCA service and meeting the definition of health-related procedures/tasks under this section.

**E. Tracheotomy Suctioning & Ventilator Support** - For a PCA to provide the Health-related Procedures and Tasks of tracheotomy suctioning and services to consumers on ventilator support there must be:

- Delegation and training by a RN, Certified or Licensed Respiratory Therapist, or a Physician.
- Utilization of clean rather than sterile procedure.
- Training about the procedures, tasks and equipment, including ventilator operation and maintenance.
- Individualized training regarding the needs of the consumer.
- Supervision by a Qualified Professional who is a RN.

**F. Non-Covered PCA Services** - Services that are not to be billed for on a timesheet. If a consumer asks you to provide these services, you must notify ACP. If it is not in the Care Plan, it should not be billed on the timesheet.

- Sterile procedures.
- Injections of fluids and medications into veins, muscles, or skin.
- Home maintenance or chore services.
- Homemaker services not an integral part of assessed PCA services.
- Application of restraints or implementation of procedures under MN Statute (Section 245.825).
- Instrumental Activities of Daily Living for children under the age of 18.
- Services that are the responsibility of a residential or program under the SA and administrative rules.
- Services solely as a child care or babysitting service.

- 1.4. **QP Employee Eligibility & Job Duties** - To be employed by *ACP* as a QP, you must:
- Be at least 18 years of age.
  - Be eligible by current MN Statutes to serve as a QP (Registered Nurse, Licensed Social Worker or Mental Health Professional). For consumers with complex health related functions listed on the Care Plan, the QP must be a RN.
  - Enroll as a QP and complete required DHS Steps-For-Success Training for QPs.
  - Conduct an in-home visit with the consumer (and RP when applicable) at least every 180 days.
  - Develop and update the consumer's Care Plan that corresponds with the county PHN assessment.
  - Evaluate whether site and service outcomes are being met with the consumer (or RP).
  - Assist with specialized training for PCA workers as needed.
  - Enter into a written agreement with the consumer and *ACP* to provide QP services.
  - Complete a written PCA evaluation and document any actions taken to correct any deficiencies in the work of a PCA.
- 1.5. **Consumer (or RP) Responsibilities** - Consumers, or their Responsible Party (when applicable), must:
- Maintain eligibility for PCA services and the Medical Assistance program. If the consumer has any period of ineligibility, they must immediately notify *ACP* and any PCA staff that they cannot work until eligibility is restored.
  - Keep *ACP* updated with their current personal information (legal name, address, phone numbers, marital status, medical insurance information, caseworker contact information, etc.)
  - Adhere to all terms and conditions in the *ACP* PCA Choice Service Agreement and current Policies & Procedures as posted on our official web site.
  - Provide *ACP* and PCA staff with a copy of any Health Care Directive.
- 1.6. **Employee Orientation to Agency Policies** - As a PCA Choice Agency we do not provide in-person employee orientation. The employee is required to read these policies and procedures prior to their first shift. The consumer (or RP) will provide the Employee with: Care Orientation (including access to the Care Plan), Household Orientation and Scheduling Information. If the Employee has questions about job responsibilities, paperwork, or the company policies and procedures they need to ask the consumer (or RP), QP or contact *ACP*. Any orientation materials, such as PCA union information and free training information, will be published on our web site.
- 1.7. **PCA Service Delivery, Quality Assurance & Remediation Action** - As part of our Quality Assurance initiatives we conduct internal audits of randomly selected consumer, employee and service records on a quarterly basis. We also survey our consumers and employees on a voluntary basis by phone or email, to gain feedback on company policies and service goals. Any service documentation errors or omissions will be remedied by contacting the affected consumers or employees to obtain necessary documents.
- 1.8. **PCA Service Verifications & Electronic Visit Verifications (EVV)** – Upon implementation by MN DHS, *ACP* will require EVV for all PCA employees and consumers. In general, EVV requires that we electronically verify the date, time, location and record of services provided by the PCA. We will announce the EVV program requirements once approved by MN DHS. ***ACP* may randomly conduct unscheduled telephone calls with the consumer and the PCA to verify that the PCA is present and providing services.** These calls will be made to the consumer and/or PCA's phone.

## 2. HIRING

As a PCA Choice provider, *ACP* consumers are responsible for recruiting their own PCA applicants and deciding who they want to hire through *ACP* as a PCA employee. The consumer ultimately determines who they feel comfortable with hiring to be their PCA. The consumer and applicant must adhere to the company hiring policies outlined in this section.

- 2.1. **Equal Employment Opportunity** - *ACP* is committed to providing equal employment opportunities to all individuals without regard to race, color, religion, sex, national origin, age, disability, marital status, sexual orientation, or any other characteristic protected by law. *ACP* does not discriminate on the basis of gender in compensation or benefits for women and men who work in the same establishment and perform jobs that require equal skill, effort, and responsibility and which are performed under similar conditions. *ACP* will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. An employee with a disability for which reasonable accommodation is needed should contact *ACP* to discuss possible solutions. Employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of *ACP*. Employees can raise legitimate concerns and make good faith reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including dismissal.
- 2.2. **Affirmative Action** - *ACP* will not discriminate against or harass any employee or applicant for employment because of race, gender, creed, color, religion, national origin, age, public assistance status, marital status, sexual orientation, veteran status, physical or mental disabilities, or any other category protected by law.
- 2.3. **Americans with Disabilities Act and Reasonable Accommodation** - *ACP* will comply with the Americans with Disabilities Act (ADA) requiring reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is

an employee or job applicant unless the accommodation creates or involves undue hardship to the consumer or the company. Questions, concerns, and requests for accommodation should be made to the company management.

- 2.4. **Immigration Law Compliance** - ACP only hires citizens of the U.S., or non-citizens who are authorized to work in the U.S under the Immigration Reform and Control Act of 1986. As a condition of employment, all new and past employees must show valid proof that they are eligible to work in the United States.
- 2.5. **At-Will Employment - Minnesota is an "At-Will Employment" law state.** ACP does not offer tenured or guaranteed employment. Unless ACP has otherwise expressly agreed in writing, all employment with ACP and the consumer is "at-will" and can be ended by any of the parties, at any time, with or without reason.
- 2.6. **Employee Hiring Forms** - To be employed by ACP, the individual must fully complete our PCA Employee Hiring Forms with legible and accurate information.
- 2.7. **Required DHS Individualized Personal Care Assistant Training** - ACP requires all PCA applicants to have already passed the Individualized Personal Care Assistant Training offered through MN-DHS. **Applicants must submit their training certificate and include it with their hiring forms. PCAs cannot work without this certification.** (View Section 6.1 for details on how to complete the free online training.)
- 2.8. **Background Study Policy** - Minnesota state law requires that all direct care and manager/supervisor employees who have direct contact with a consumer in their home or in the community must pass a NetStudy 2.0 criminal background study with each agency they are employed with. A NetStudy 2.0 will be processed by ACP (at no cost to the employee) through the MN DHS prior to the start of employment.
- A. Employees cannot work prior to ACP receiving a NetStudy 2.0 clearance stating the employee is not disqualified or has had a disqualification set aside. ACP will notify the employee and consumer(or RP) by email when the PCA is eligible to begin working.
  - B. Employees cannot work if their name appears on: **OIG Exclusion List, Individual MHCP Excluded Provider Lists.**
  - C. ACP requires employees to maintain a clear NetStudy 2.0 result at all times. Any employee's NetStudy 2.0 may be updated or processed anytime, for any or no reason. If an employee is later disqualified by DHS, or appears on the OIG exclusion list, their employment with ACP will be immediately terminated on the date the disqualification is effective or the date of appearance on the OIG list. In the event of future disqualification from DHS, ACP will only process pay for dates worked up to the date of disqualification. ACP will not accept any timesheets for any period of time in which a background status or a set-aside request is pending.
  - D. ACP reserves the right to declare any employee who has a disqualification set-aside "not fit for the agency" and decline to honor the set-aside from DHS resulting in termination or denial of employment to the individual.
  - E. **PCAs who have not worked in the past 180 days are automatically removed from our active employee roster and will be required to pass a new NetStudy 2.0 and complete new hiring forms before returning to work with the Consumer.** ACP may also consider any employee a "re-hire" after not working shifts for 90 days without any communication from the Consumer or if the PCA been officially separated in email or writing. Re-hires may be required to have a NetStudy 2.0 before working again. Contact us before allowing a re-hire to work. For more information regarding the NetStudy 2.0 process (requirements, disqualifications, disclosures, appeals, etc.) please visit: <http://www.mn.gov/dhs/general-public/background-studies/> or <http://www.revisor.leg.state.mn.us/stats/245C/>
- 2.9. **MHCP Individual PCA Provider Enrollment Policy** - After passing the NetStudy 2.0, a PCA in Minnesota must enroll with MN DHS as an Individual PCA Provider. ACP will process your Individual PCA Provider Enrollment paperwork that will assign you a UMPI #. PCAs are allowed to work while their UMPI # is processing.
- If you have enrolled as a PCA in the past, your UMPI # will remain the same and will be activated as currently working with ACP. ACP typically receives new UMPI #'s from DHS within 120 days. ACP does not guarantee when UMPI #'s will be received.
  - If a PCA does not know their UMPI #, they can receive it by emailing ACP.
  - **PCAs MUST keep ACP notified when their personal information has changed and complete the required Individual PCA Information Change Form (DHS-5716).** Failure to keep your personal information updated may result in suspension or termination.
- 2.10. **Start of Employment** - ACP will notify the consumer and PCA via email when an applicant has been accepted as an employee of ACP and the date the employee may report to work. Any timesheets with shifts listed with dates prior to the start date is considered unauthorized and will not be paid. The consumer cannot require the PCA to work prior to the official start of employment. **ACP will also send a "Welcome" notice via email to the employee that lists their official start of employment date for their records.**
- 2.11. **PCA Performance Evaluations** - All PCA's performance will be evaluated by the consumer with their QP every 6 months. The evaluation will be done online or in writing and recommends any necessary improvement. Any PCA Performance Corrective Action Requests or Disciplinary Action Notices are stored in the employee file by ACP.



### 3. EMPLOYEE CONDUCT & DISCIPLINARY ACTIONS

- 3.1. **Misconduct** - Employees are obligated to maintain a professional relationship and follow policies and proper standards of conduct at all times. *ACP* views the following conduct as inappropriate (including but not limited to):
- Falsifying timesheets, documents, or omitting important information in your employment application.
  - Mistreatment of consumers (verbal, physical, emotional, sexual or financial/property).
  - Violations of the Privacy Policy, Harassment Policy, Consumer Bill of Rights, or the Vulnerable Adult Act.
  - Insubordination, failure or unwillingness to fulfill the duties or responsibilities listed in the job description.
  - Failure to work scheduled hours, "No Call-No Show", continued tardiness or inexcusable absences.
  - Stealing, abuse, damage or destruction of consumer, co-worker or agency property.
  - Borrowing money from or offering to sell products/services to consumers and/or their families.
  - Carrying firearms or other dangerous weapons while providing services for the consumer.
  - Fighting or provoking a fight while on duty or while representing the agency.
  - Abusive or threatening language to *ACP* staff, supervisors, or consumers.
  - Possession, consumption or being under the influence of alcohol or illegal substances when reporting to work or while working.
  - Gross negligence, unsafe practices or any situations that endanger the health or safety of a consumer.
  - Immoral conduct, dishonesty, stealing, outside criminal activities.
  - Violation of company OT policy or PCA 275 hour per month policy.
  - Violation of *ACP* policies and procedures, DHS policy, and ethical standards.
- 3.2. **Substance Abuse** - *ACP* strictly prohibits the use or possession of alcohol or illegal drugs while on the job. When employees are working (or are reporting to work), they are prohibited from possession, consumption, or being under the influence of alcohol, illegal drugs, controlled substances or unauthorized drugs. This includes unauthorized use of legal drugs or abuse of prescription drugs. Prescription drug use must be pursuant to a doctor's written orders and the doctor must have advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her job duties. Consumers must feel safe with their care staff! Employees who report to work displaying signs of being under the influence of a substance can be placed under warning of the suspicion and dismissed from their shift (without pay) at the discretion of the consumer (or RP). Any violations of the Substance Abuse Policy must be reported in writing to *ACP* and the employee will be subject to disciplinary actions or termination. Employees are subject to and must be able to pass a drug test issued by the company or an authorized testing provider at any time without prior notice or cause.
- 3.3. **Attendance** - Employees are expected to be at work and ready for work at the assigned starting time. Failure to inform the consumer (or RP) prior to the assigned starting time is considered job abandonment and may be interpreted as a voluntary resignation; which may result in termination.
- 3.4. **Dress Code** - Employees are expected to dress in a manner appropriate to the health care environment. This includes personal hygiene, fingernails trimmed, hairstyle, make-up and appropriate jewelry. Flat non-skid shoes or tennis shoes with shoelaces are required.
- 3.5. **Smoking** - PCAs are not allowed to smoke in the consumer's home or in their immediate environment.
- 3.6. **Personal Property** – *ACP* does not assume responsibility for any personal property located at the consumer's home or on company property. PCAs are to use their own discretion when choosing to bring personal property into the workplace and do so at their own risk. Additionally, employees may not bring or display any property into the consumer's home that may be viewed as inappropriate or offensive to others. *ACP* is also not responsible for exchange of personal items (i.e. books, clothing, keys, videos, etc.) between employee, consumer or consumer family members.
- 3.7. **Visitors** - No personal visitors of the PCA are allowed in the consumer's home (i.e. family members, friends, and pets).
- 3.8. **Phone Usage** – While on the job, employees are permitted to carry a personal cell phone ONLY if placed on silent/vibrate mode and used for emergency purposes, or during an authorized break. No texting or messaging while "on the clock". Employees are not allowed to make or receive personal calls on the consumer's phone(s).
- 3.9. **Caring for Others** - PCAs are not responsible for other individuals or children at the home of the consumer. The employee shall not be asked at any time while working to baby-sit, or otherwise watch over any individual other than the recipient of services. *ACP* only allows 1:1 care ratio of PCA to consumer.
- 3.10. **Disciplinary Actions** - Inappropriate conduct by an employee is dealt with through Disciplinary Actions which may include a verbal warning, written warning, suspension and termination. The Consumer must report the issue and any suggested disciplinary action to the company. *ACP* will determine the appropriate disciplinary action to be imposed and record it on the employee's company file. The company does not guarantee that one form of action will necessarily precede another.

## 4. EMPLOYMENT STATUS, TERMINATION & RESIGNATION

- 4.1. **Termination** - ACP does not offer tenured or guaranteed employment. Employment with ACP is "at-will" and can be ended by any of the parties, at any time, with or without reason, but neither party may breach contracts. ACP cannot violate state or federal laws, and generally cannot rightfully terminate employees who refuse to do something that is contrary to public policy and sound morality, such as breaking the law. In the case of violation of company policies, an employee may be immediately terminated without notice. Any Employee Performance Evaluations that are conducted are meant to assess the employee's performance, and where needed, recommend necessary improvement. Nothing in this policy arrogates the employment "at-will" doctrine or creates any contracted relationship, either implied or directed. Termination decisions will be based on assessment of all relevant factors. Any employee who has been terminated must return any company or consumer property/assets (keys, personal property, etc.) and sign their final timesheet before any payroll will be processed.
- 4.2. **Resignation** - Employees resigning from their position are asked to give a minimum written 2-week notice to the consumer (emails are acceptable). The consumer and PCA must then complete and submit the PCA Separation Notice to ACP. Before submitting official separation, PCAs must have properly submitted all final timesheets and paperwork. If a 2-week notice is not given, the employee may not be considered for re-employment with ACP in the future.
- 4.3. **Inactive Status** – Employees may choose to go to inactive status at any time by notifying us by email or in writing. If an employee is going inactive due to FMLA, required FMLA forms must be promptly completed. Any employee who has not worked in 180 days will be automatically separated from employment with ACP and must be re-hired with new hiring forms and pass a new NetStudy 2.0 background study before working.

## 5. WAGES & BENEFITS

- 5.1. **Wages** - ACP offers a wage structure that meets or exceeds the Legislative requirement that at least 72.5% of the current reimbursement rate must be allocated to PCAs total compensation. *DHS Policy states: Minimum of 72.5% of the revenue generated by the MA rate for PCA services that must be used for employee PCA wages and benefits, as required in Minnesota Statute 256B.0659, Subd. 20. (Ch 352, Art 2, Sec 2).*
- A. **PCA Choice Starting Wage Structure:** \$13.25 / hour. **Enhanced Rate (If eligible):** \$14.00 / hour (No OT).
- B. **QP Starting Wage Structure** - For individuals who are a: Registered Nurse = **\$22.75 to \$32.00 / hour.**
- C. **Competitive Wage Match** - ACP reserves the right to offer a competitive wage match or competitive wage increase to any PCA. ACP may request proof in the form of an original pay stub issued by the competing PCA agency.
- D. **Wage Changes & Raises** - ACP determines the rate of pay for all PCAs, in accordance with DHS policy regarding reimbursement rates. Any wage reductions or raises are based on the result of reimbursement rate changes issued by the Minnesota State legislature.
- 5.2. **Employee Benefits** –
- A. **Paid Time-Off** - **ACP PCA Choice employees will begin accruing Paid Time-Off (PTO) beginning July 1, 2015 as required by the collective bargaining agreement between the State of Minnesota and the SEIU Healthcare Minnesota (PCA Union).**
- As of July 1, 2019, PCA Choice employees will earn 1 hour of PTO for every 40 hours worked (0.0250 accrual rate).
  - As of July 1, 2019, PCA Choice employees that work for consumers who reside in the City of Minneapolis will earn 1 hour of PTO for every 30 hours worked (0.0333 accrual) to comply with the Minneapolis Sick & Safe Time ordinance. For the City of St. Paul, we are exempt from their ordinance because we do not own a physical location or have an office in St. Paul.
  - PTO accumulation, usage and balance totals are listed on the PCA paystub online.
  - Once a PCA has worked a total of 600 hours (or 6-months) in a Consumer Directed PCA program they will be eligible to redeem PTO.
  - PCAs **cannot take PTO without approval of their Consumer. PTO Request Forms** must be submitted to their Consumer for advance approval and eventual processing on the applicable payroll.
  - PTO hours are paid at the PCAs standard wage and may not be used towards the weekly hourly total for OT. (Example: PCA works 38 hours and requests use of 10 PTO hours. The PCA will be paid 48 standard hours. The 8 hours over 40 hours is not considered OT).
  - PCAs can carry over up to 80 hours of unused PTO from one state fiscal year (July 1- June 30) to the next.
  - PCAs that resign or are terminated will have PTO automatically redeemed (if eligible) on their final payroll. PCAs must have submitted a signed final timesheet and returned any keys or consumer property before final PTO will be issued.
- B. **Holiday Pay** – Per the CBA, we will pay at 1.5 times hourly wage for PCAs that work on the holidays below:  
**Labor Day, Thanksgiving Day, New Year's Day, Martin Luther King Day and Memorial Day.**
- C. **Health & Dental Insurance** - ACP does not currently offer health/dental insurance.
- 5.3. **Mileage Reimbursement** - ACP does not pay for driving to or from work and does not offer mileage reimbursement. Employees may claim mileage expenses on their personal income tax filing, if eligible under tax law.
- 5.4. **Expense Reimbursement** - ACP does not reimburse employees for job related expenses (i.e. gloves, back-braces, and transfer belts) without prior written explanation of need and administrative approval.

## 6. TRAINING

- 6.1. DHS Individualized Personal Care Assistant Training Requirement** - All PCAs are required to complete **Individualized Personal Care Assistant Training** offered through the MN DHS before enrolling as a PCA. The required training is offered free of charge online (<http://registrations.dhs.state.mn.us>). Training and testing is done online from a computer by registering with a personal email address. PCAs must pass the test with at least an 80% score (testing may be taken repeatedly until a passing score is achieved). If the PCA does not have access to a computer, please check with a local public library or workforce center for free computer lab access. The training covers (but is not limited to): Basic First Aid, Vulnerable Adult/Child Maltreatment, OSHA Universal Precautions, Basic Roles and Responsibilities, Lifting/Transfers, Emergency Preparedness, Positive Behavioral Practices, Fraud Issues and Timesheets. **Upon completion of the online training the PCA must print the completion certificate and email or fax a copy of it to ACP.** If the PCA previously completed the training with another PCA provider you must send ACP a copy of the completion certificate. To retrieve a previously completed Certificate #, please email [DHS Provider Enrollment](#) or call 651-431-4300.
- 6.2. Emergency Information & Back-up Plans**
- A. Emergency Contacts & Procedures** – The consumer (or RP) and the PCA are responsible to provide each other with at least one emergency contact that may be easily contacted in the event of an emergency. Emergency contact information should be readily available to both parties. It is highly recommended that both parties store emergency contact information on their phones or in their purse/wallet. ***In the event of an emergency, calling 9-1-1 is the safest solution if there is any question with regard to any emergency situation.*** Consumers (or RP) must inform employees of any medical/fire/weather emergency or accident procedures for their working environment.
- B. Emergency Staffing** - ACP does not provide any back-up or emergency PCA staff and is not responsible to contact any parties in the event of a PCA absence. The consumer's Back-Up Plan must be followed.
- C. Back-up Plans** – The consumer (or RP) is responsible to create and maintain a Back-up Plan that addresses who will be contacted in the event of a PCA call-in/absence. The back-up plan should list at least one individual who has agreed to be available by phone at the time of scheduled shifts. The back-up plan may consist of family members, neighbors or other PCAs and must include a name, cell phone number and indicate the personal or employment relationship to the consumer. It is highly recommended to have more than one person listed on the Back-up Plan, as it is critical to the health and safety of the consumer. In the event of a last-minute absence, the best practice is to call (not txt) and keep calling until you speak with the contact person. The consumer (or RP) needs to maintain a back-up plan with valid contact information, have it readily available to each PCA and update them on an on-going basis. PCAs who do not comply with the Back-up Plan may be subject to disciplinary actions or immediate termination.
- 6.3. Review of Health Care Directives** - If the consumer has a Health Care Directive, a copy of it will be located in the Care Plan Folder and remain available at all times. As a part of the PCAs orientation and training with the Consumer (or RP), the Health Care Directive must be thoroughly reviewed to fully understand the consumers wishes with regard to their health care.
- 6.4. Medication Administration** - PCAs may only assist with self-administered medication defined as "medication taken orally, by injection or insertion, or applied topically without the need for assistance". PCAs may remind and bring medication to the consumer, and assist with opening medication under the direction of the consumer or RP.
- 6.5. Sterile Procedures** - PCAs are not authorized to provide any sterile procedures or inject fluids (into veins, muscles or skin).
- 6.6. Infection Control & Universal Health Care Precautions** - All employees and consumers need to follow Universal Health Care Precautions to prevent themselves from being exposed to potentially infectious blood or body fluids. Precautions apply to blood, all body fluids, secretions and excretions (except sweat); non-intact skin; and mucous membranes. PCAs are not allowed to perform sterile procedures.
- A. Hand Washing** - Hands must be washed before and after contact with the consumer. Wash hands under a steady stream of warm water with soap for at least 1 minute. Appropriate antibacterial solutions may be used except when hands are visibly soiled, after restroom use, or prior to eating.
- B. Gloves** - Single-use, non-sterile gloves must be worn before: direct contact with blood, body fluids, mucous membranes or non-intact skin; handling soiled items; handling or cleaning equipment potentially contaminated with blood or body fluids. When gloves are removed, thorough hand washing is required. Gloves do not take the place of hand washing. **Examples of cares requiring gloves include:** *Suctioning and drainage (ie. Foley catheter bags, gomcos, and hemovacs); catheter care; enema administration; dressing changes; cleaning consumer rooms or bathrooms, emptying trash or changing linens.*
- C. Gowns or Aprons** - Fluid resistant, non-sterile gowns or aprons should be worn to protect against soiling of clothing during activities that may generate sprays or splatters of blood, body fluids, secretions or excretions.
- D. Eye & Face Protection** - Goggles or protective eyewear and masks protect the eyes, nose, mouth and mucous membranes. Apply appropriate protection prior to performing activities that may result in exposure to sprays or splatters of blood, body fluids, secretions or excretions.

**E. Proper Handling & Cleaning Methods -**

- Avoid contamination of clothing to other surfaces and environments.
- Dispose of contaminated supplies (other than needles) by double bagging.
- Clean and disinfect non-disposable equipment before reuse with the consumer.  
Areas and equipment contaminated with blood should be cleaned immediately with 1:10 bleach solution. Equipment can also be cleaned and soaked in a fresh solution of 70% isopropyl alcohol for ten minutes.
- Discard single-use disposable items properly by bagging.
- Soiled linens should be handled as little as possible and with minimum agitation to prevent gross microbial contamination of the air and of persons handling the linens.
- Disinfectant-detergent formulations registered by the EPA can be used for cleaning environmental surfaces, but the actual physical removal of microorganisms by scrubbing is necessary.

**F. Needles - ACP employees are not permitted to handle or dispose of needles.** If a consumer utilizes needles for medical purposes, they or their licensed nursing agency are responsible for the proper handling and disposal of needles.

**G. Exudative Lesions or Weeping Dermatitis -** Employees with these conditions should refrain from all direct care and from handling care equipment until the condition resolves.

**H. Blood or Body Fluid Exposure -** Any PCA or consumer who may have been exposed to blood or body fluid during care procedures must seek immediate medical attention, including lab testing for communicable diseases, and report the incident to ACP within 24-hours.

**6.7. Employee Illness -** Any employee who is ill must notify the consumer (or RP) prior to reporting to work. If the employee and consumer (or RP) mutually agree that the employee can report to work, extra health precautions shall be taken to ensure consumer safety. Examples of extra health precautions include: covering coughs and sneezes, frequent hand washing, and additional use of gloves and face masks.

**6.8. Timesheet Training -** It is the employee's responsibility to complete their own timesheets according to ACP Timesheet Policies. If the employee does not understand how to complete and submit a timesheet, he/she should ask the consumer (or RP) for assistance and instructions. We also offer instructions on our web site.

**6.9. Training with Consumer -** As a PCA Choice Agency, ACP does not provide training directly to PCAs. The consumer (or RP) will provide general orientation by email, phone call or in-person meeting prior to employee's first scheduled shift. PCAs need to be oriented to their work environment (location, building access, timesheet sign in/out, etc.), emergency plans, back-up staffing plans and general orientation to the health/safety needs of the consumer. The consumer (or RP) must also provide Individualized Consumer Training specific to their needs listed in the consumer PCA Care Plan within the first 7 days of employment. The individualized training may be written or in-person instruction provided by the consumer, RP or another PCA. Upon request, the Qualified Professional may come out to the consumer's home to assist with individualized training for specific items in the Care Plan.

**6.10. Ventilator & Tracheotomy Training -** For consumers with a Tracheotomy or Ventilator who need their PCA to provide assistance with suctioning, specific documented training must be conducted by a Registered Nurse, Certified or Licensed Respiratory Therapist or a Physician. The consumer's QP (RN) must document the completed training tasks. The PCA may only perform non-sterile health-related procedures and tasks specific to the person's need for a ventilator or tracheotomy. **Sterile procedures and tasks specific to the need for a ventilator or tracheotomy are NOT covered and may not be performed by any PCA.**

**6.11. Demonstration of Competence -** During training with the consumer, all PCAs must demonstrate competence to handle the cares specified in the consumer PCA Care Plan. If the PCA does not display the competence necessary at the discretion of the consumer (or RP) and/or the QP, the PCA will be terminated.

**6.12. Training Policy Updates -** Training policies may be subject to revision at anytime. Any updates to the training policies will be issued to the consumer to be distributed to their PCA staff and notices will be posted on the ACP web site.

**6.13. PCA Service Fraud -** Fraud is defined as ***"An intentional act of deception, misrepresentation or concealment to gain something of value"***. Examples of fraud include (*but are not limited to*): Forging timesheet signatures, submitting timesheets for non-covered PCA services, submitting timesheets with service dates/times/services listed that were not actually provided. These types of fraud charges are considered a felony offense and may prevent you from being eligible to receive state and federal benefits (subsidized housing, child care, and food assistance programs). Consumers who are convicted of MA Fraud are subject to removal from PCA Choice services and being placed on a restricted care program. ACP will submit any evidence of suspected fraudulent timesheets to the SIRS.

**7. HARASSMENT**

All company employees, consumers (and consumer family members) are to be treated with respect and dignity. Harassment in any form in the work environment will not be tolerated under any circumstances.

- ***"Harassment is defined to include verbal or physical conduct that has the purpose or effect of creating an intimidating, hostile or offensive work environment including but not limited to slurs or other verbal or physical conduct relating to his/her national origin, surname, skin color, gender, sexual orientation, disability or age."***
- ***"Sexual Harassment is defined to include unwelcome sexual advances that are verbal, non-verbal or physical, including but not limited to the following: sexually offensive language, sexual propositions or comments; sexually suggestive objects, books, pictures, movies; inappropriate physical contact or overly familiar touching."***



- 7.1. **Harassment Reporting Procedures** - If administrative staff, employees, consumer or consumer family members feel that they have been or are subject to harassment, it is their responsibility to immediately notify ACP to file a formal complaint. There will be no retaliation against an individual as a result of bringing forward such a complaint. Any complaints that are reported will be held in confidence and will be disclosed only as appropriate as determined by ACP. An investigation into the complaint will begin within 48 hours of receiving the complaint in writing and will be conducted thoroughly in a timely manner by ACP administrative staff or a contracted intermediary.
- 7.2. **Harassment Disciplinary Actions** - Company employees found by ACP to have violated the Harassment Policy shall be subject to appropriate corrective action, including possible immediate termination. Consumer or consumer family members who have violated the Harassment Policy shall be subject to possible immediate termination of services and/or civil charges.

## 8. DATA PRIVACY & HIPAA COMPLIANCE

- 8.1. **Consumer & Company Data Privacy Policy** - ACP operates with a strict Consumer & Company Data Privacy Policy to protect the rights of our consumers and the company. By accepting employment with ACP, you have obligated yourself to refrain from discussing any medical or personal information (seen or heard, directly or indirectly) regarding the consumer as it is confidential and not to be discussed openly outside of the company for any reason (not even with your family) unless expressly authorized in writing to do so. Company information including business practices or secrets, customer lists, policies and procedures should not be discussed with any person outside of the company. Information about the consumer or ACP is not to be given to media. Any employee that violates this Consumer & Company Data Privacy policy is subject to appropriate corrective action, which may include termination, and may involve the employee in legal proceedings.
- 8.2. **HIPAA Policy** - ACP operates in accordance with federal HIPAA policy. In 1996, Congress passed the Health Insurance Portability and Accountability Act (HIPAA). Its purpose was to create a national standard to protect the confidentiality of a patient's medical records and personal health information while at the same time allowing access to personal health information necessary to provide care and for other purposes such as protecting public health.

### **What PCA Consumer information is protected under HIPAA?**

- Information put into medical record by doctors, nurses and other health care providers including PCAs.
- Conversations between medical staff and PCAs about the consumer's care and treatment.
- Information in a health insurer's medical system.
- Billing information.
- All information included in the Care Plan.

### **Patients have a right to:**

- Know when and why their health information was shared.
- Make reasonable requests about the method and place for contact by health care providers.
- Request that their health provider or insurer not share their health information with certain companies or organizations.

**For more information regarding HIPAA, please visit: <http://www.cms.hhs.gov/HIPAAgenInfo/>**

- 8.3. **Employee Data Privacy** - All employees' personal information such as payroll or other compensation records, or government required reporting is recorded for business purposes only. Any personal information will be handled in such a manner as to assure accuracy, relevancy, and confidentiality. A written release from the employee is required to release personal information to the consumer (or RP) or anyone else. An employee may examine their personnel records in accordance with state law and agency practices. Any questions regarding Data Privacy policies and procedures should be directed to the company. **No employee shall communicate with members of the media without first contacting ACP.**
- 8.4. **Tennessee Notice** - When ACP requests private information about an employee, Consumer, or RP, they have the right to be told: (1) The intended use and purpose of the information requested. (2) Whether or not they can legally refuse to furnish the information. (3) What may happen if they provide or refuse to give the information. (4) Who will be able to access the information (besides the person providing the information).

## 9. PCA TIMESHEETS

- 9.1. **Timesheet Procedures** - All timesheets are very important documents that MUST:
- **Be clearly legible (written in blue or black ink). Have a line drawn through any dates not worked.**
  - **Be completed DAILY with shift dates, start/end times worked and initial cares provided (as reflected in the Care Plan).**  
Reminder: For overnight shifts, Midnight means a new day has started and must begin the start of a new "Time In" entry. If a PCA works 10:00pm to 2:00am, that is two shifts and should be entered as 10:00pm-11:59pm and 12:00am-2:00am.
  - **Be 100% complete without errors and not overlap with other PCAs (or consumers). Shifts with errors or overlaps that remain unresolved by our processing deadline will be placed "on hold" from payroll and result in delayed payment for those hours.**
  - **No whiteout may be used. Any corrections must be initialed next to each change.**
  - **Indicate any dates the consumer was hospitalized or admitted to an in-patient care facility.**
  - **NOT have more than 40 total hours for each week (without written OT authorization from ACP Administration).**
  - **Include the PCA's UMPI # (Or "Pending" until UMPI # is received) and Phone # on the timesheet (it will be rejected for payroll without this).**
  - **Include the consumer's full legal name and MHCP ID # or Birth date (it will be rejected for payroll without this).**
  - **Be signed and dated by the consumer/RP and PCA with their full legal name. DO NOT SIGN IN ADVANCE.**

- 9.2. **Acknowledgements & Fraud Statement** - By signing the timesheet, the PCA and consumer (or RP) are each legally confirming that the dates/times/services listed for that pay period were provided. ***On the timesheet there is a Fraud Statement, by signing the timesheet the employee acknowledges they fully understand and agree to the statement.***
- 9.3. **Submitting Timesheets** - Timesheets must be emailed or faxed and received by the deadline specified on the timesheet (Timesheet Monday at 1:00 PM). ACP does not have any control over the timeline for when timesheets are received via any method. ***Late, incomplete, unsigned or illegible timesheets will result in a payroll hold being implemented until the next scheduled payroll date. Unsigned timesheets will not be processed until a signed timesheet is received. All defective timesheets will be returned for correction.*** Continuous errors in paperwork may result in termination of employment and/or services. ***We will only accept timesheets by email or fax.*** Without prior advance notice and us physically receiving the timesheets, your payroll may be delayed until the next pay period. ***Timesheets that are submitted more than 30 days after the pay period will not be accepted and will not be paid.***
- 9.4. **Electronic Timesheets & Signatures** – Timesheets that are completed or signed electronically are subject to the following policies and standards:
- **Digital signatures must be conducted by only the authorized individual signer.** No sharing of credentials/passwords, no logging in on-behalf of another person. **Typed signatures must have identity data stamped** (such as: date/time, device ID, IP address, geo-location or other legally sufficient data to log who has signed and when).
  - **Cares provided must be indicated and your signature verifies that you did provide the cares listed each shift.**
  - **PDF eTimesheets shall be locked to any edits once signed by any party.** Mistakes must have a report emailed to ACP with explanation to be considered for resubmission or administrative editing/over-ride.
  - Online Timekeeping will only accept daily entries at the start/end time of each shift. The Online Timekeeping system will log any use of the system, including but not limited to date/time, IP address, geo-location, name, username, password, computer/device ID, etc. to be reviewed upon request of MN DHS.
  - **Electronic timesheets and signatures are considered a privilege and subject to random audits. Any suspicious usage of online timekeeping, electronic signatures or other technology systems offered by ACP will be subject to internal review, investigation and possible suspension of privileges to use these methods. ACP reserves the right to revoke electronic timesheets or electronic signature privileges by any consumer or employee at any time.**

## 10. PAYROLL

- 10.1. **Working Hours & Overtime** - PCAs may work up to 40-hours per week (12:00am Sunday through 11:59pm Saturday). Any hours worked over 40 in a week is considered overtime by law. ***ACP does NOT permit overtime for PCAs (unless authorized in writing from ACP Administration).*** ***No consumer (or RP) has the authority to expand the PCA's hours beyond the 40-hour per week limit.*** ACP and the consumer do not legally guarantee any schedule or number of hours. ACP is not required to reassign employees to other consumers once they have stopped working for a particular consumer. The employee is required to communicate with the consumer (or RP) for scheduling.
- 10.2. **Monthly PCA Hour Limits** - PCAs cannot work more than 310 hours per month. ***If you work for multiple consumers/agencies your combined totals cannot exceed this limit. PCAs are required to:***
- Monitor and record their number of hours worked (monthly combined totals with all consumers/agencies).
  - Notify their consumer(s) and ACP regarding total hours worked each week with all consumers/agencies.
  - Sign a PCA Agency Disclosure & Release for each PCA agency they actively work for or are hired with in the future and notify ACP immediately of changes in their working status as a PCA.
  - ***Promptly return / refund any wages received for hours worked that exceeded the limits mentioned above, as the hours are not authorized and thus are ineligible to accept wages for.***
- 10.3. **Reimbursement for Non-covered services, Unauthorized Services or Erroneous Wage Payments**
- A. **Ineligible PCA Wage & Over-Payments** - ***ACP reserves the right to collect (take-back) wages of any PCA due to ineligibility, erroneous payment or overpayment. PCA's must return wages when:***
- Billed claims denied by due to working over 310 hrs/month, PCA ineligibility, disqualification or fraud.
  - The employee provided and submitted timesheets for non-covered cares (cares not in the consumers Care Plan).
  - Payroll error or over-payment (regardless of who is at fault for the error).
- B. **Consumer Responsibility for Un-Reimbursed Billing Claims**  
***Consumers are financially responsible to fully reimburse ACP for any billing claims not paid by their insurance. Including but not limited to: consumer ineligible/non-covered services, receiving services while hospitalized, running out of authorized hours, improperly authorizing a PCA to start working without ACP approval or being convicted of PCA Fraud. ACP will notify and invoice the consumer (or RP) at the full reimbursement rate for prompt payment within 30 days. Outstanding debt and unpaid invoices will result in suspension of services and eventual civil litigation.***
- C. **Collection Methods & Terms** - ACP will notify the person responsible for any issue and the amount to be collected. The first method of collection is payroll deduction for the full amount due on the next scheduled payroll. If the PCAs employment is discontinued, or a

consumer has been discharged, an invoice will be sent. Any outstanding balance over 30 days past due may accrue interest charges (the maximum allowed by law) and result in suspension, termination, civil lawsuit and referral to a collections agency.

- 10.4. Employee Personal Information Changes** – Employees are responsible for keeping their employee information current. Employees may review their: name, address, contact information, W-4 tax filing status and direct deposit account information in ADP payroll. If there is a change of legal name or marital status, required **MN DHS PCA Change of Information forms** with proof of identity changes must be signed and submitted. All forms are available on our web site.
- 10.5. Employment Verification Requests** – All employment verification requests must be sent in writing by email or fax. We do not accept verification requests by phone. Employment verifications take 3-5 business days from receipt of request to be processed.
- 10.6. Payroll Calendar & Processing** - Payroll will be processed according to our Payroll Calendar on our web site.
- 10.7. Direct Deposit** – **All payroll is processed by Direct Deposit to an employee's personal bank account or a free ADP Wisely Pay Card to ensure prompt payment of wages.** Employees must update us when their deposit account changes. Account changes require a new Direct Deposit Form to be completed by Timesheet Monday at 1:00pm. ACP ONLY issues direct deposit on payday according to the Payroll Calendar. If we have made an error with your direct deposit, we can only resolve it with a mailed check OR via deposit on the next scheduled direct deposit date.
- 10.8. Payroll History (Paystubs)** – **Currently active employees may access their paystubs online 24/7 via web browser (computer or smartphone)** through our payroll portal login on our web site. If you need a copy of your paystub or W-2 and do not have internet access, please contact us. **Former or inactive employees** will not have payroll portal access and will need to email us to request copies.
- 10.9. Employment References** - *ACP* will provide dates of employment and positions held only. All requests must be sent by fax or email.

## 11. COMPANY MARKETING PRACTICES

**ACP does not engage in any agency-initiated direct contact or marketing** in-person, by phone, mail, or electronic messaging to potential consumers (and their guardians or family members). **ACP will not initiate recruitment of individuals from referral sources** (medical staff, social workers, etc.). As required by DHS, *ACP* will maintain records on file of any advertising materials, activities and costs.

- 11.1. Marketing Activities** - *ACP* will market services only through: printed information (brochures/flyers), advertisements in news media or on web sites; company web site; and mass marketing or educational efforts aimed at the public where people contact *ACP* to learn about PCA services. *Examples of Mass Marketing include: ads on tables/booths, magazines/newspapers, banners, billboards, brochures, postcards, TV, radio, mass mailings to non-specified individuals or to individuals who specifically have expressed interest in services.*
- 11.2. Prohibition of Incentives** - *ACP* will not provide financial incentives to staff, physicians and governing body members for any consumer care related activities. *ACP* will not offer an incentive or bonus to potential or current consumers to choose or remain with the agency for PCA services.

## 12. GRIEVANCE REPORTING

A Grievance is defined as "a dispute or disagreement relating to the interpretation or application of the policy or procedures". A grievance may be held between the: consumer and the employee; employee and the company; or consumer and the company. All persons involved should review company policies and procedures, and consider personal mistakes or errors in judgment. In the event of a grievance, follow the steps below in order:

- Calmly discuss the issue with the affected person(s) in a non-accusing manner and provide all parties the opportunity to discuss their point of view. If the issue is not resolved to the satisfaction of all parties in this step, proceed with a written **Grievance Report**.
  - Submit a **Grievance Report** that is signed and dated, describes the issue in detail to the *ACP* Program Coordinator.
- 12.1. Investigation Assignment** - After receiving a signed **Grievance Report**, the *ACP* Program Coordinator or their designee will handle any investigation and may escalate the grievance to the company president (at their discretion).
- 12.2. Investigation Process** - The investigation process includes (but is not limited to):
- Written statements from involved parties that are signed/dated. Statements may be mailed, emailed or faxed to *ACP*.
  - Review of documentation and statements for violations of company or DHS policies and procedures, and state and federal laws.
  - Phone or in-person meetings with involved parties to discuss the issue and possible resolution.
- 12.3. Investigation Timelines** - An investigator will review the grievance and respond to the **Grievance Report** within 10 days. An investigation process may take up to 30 days. A formal grievance resolution to a completed investigation may take up to 60 days.
- 12.4. Grievance Resolution** - The *ACP* president will provide notice of the resolution in writing to any involved parties. A grievance is considered resolved when the individual who filed the grievance is satisfied with the actions taken on their behalf. There may be situations where *ACP* has taken appropriate and reasonable actions on the individual's behalf in order to resolve the grievance and the individual (or their representative) remains unsatisfied with *ACP's* actions. In these situations, the *ACP* may consider the grievance closed for the purposes of these requirements. *ACP* must maintain documentation of its efforts and demonstrate compliance with state requirements. In its written response, *ACP* is not required to include statements that could be used in a legal action against the company, but must provide adequate

information to address each item stated in this requirement. *ACP* is not required to provide an exhaustive explanation of every action taken to investigate the grievance, resolve the grievance or other actions taken by the company.

If any party is not satisfied with the resolution, they may contact the following governmental agencies for assistance:

**Office for Civil Rights** - U.S. Department of Health and Human Services

Phone: (800) 368-1019 Email: [ocrmail@hhs.gov](mailto:ocrmail@hhs.gov)

**MN Department of Labor and Industry Labor Standards**

Phone: (651) 284-5070

Email: [mdli.laborstandards@state.mn.us](mailto:mdli.laborstandards@state.mn.us)

**MN Ombudsman for Long-Term Care**

Phone: (651) 431-2555 Fax: (651) 431-7452

**MN Department of Human Rights**

Phone: (651) 296-5663

Email: [info.MDHR@state.mn.us](mailto:info.MDHR@state.mn.us)

**12.5. Grievance & Resolution Records** - *ACP* Administration will maintain a record of all grievances and resolutions that include:

- Date received and name of intake person who received complaint.
- Description of grievance.
- Dates investigated, name of investigator, investigation results and date of resolution.
- Resolution of grievance, including any quality improvement changes.
- Date resolution communicated to involved parties.

### 13. TRANSPORTING CONSUMERS

PCAs may transport in the consumer's vehicle or accompany the consumer on a transport service (public or private), if outlined in the Consumer's Care Plan. Consumers cannot be transported in the PCA's vehicle. It is the consumer's responsibility to secure liability insurance on their own vehicle that covers the PCA as a driver or passenger, and must demonstrate proof of this to the PCA at any time. The consumer (or RP) also must confirm that the PCA has a current Driver's License and determine if they are comfortable with them driving. *ACP* only reviews Driver's Licenses for form I-9 verification and does not conduct a comprehensive driving record check for anyone. It is in the best interest for both parties, that the PCAs and consumers possess at least \$100,000-\$300,000 liability insurance coverage to be fully covered in the event of an auto accident. Remember that state law requires all persons in the vehicle must wear seatbelts.

### 14. NON-WORK-RELATED INJURIES

Employees must first notify the consumer (or RP), and subsequently notify *ACP* of any injuries sustained outside of work in advance of their next shift. If the employee is uncertain whether they can safely perform the duties of their job, *ACP* may require them to see a doctor at the employee's expense before returning to work. If the employee was seen by a doctor, they must provide a written note from the doctor that outlines any work restrictions. If the employee is physically unable to perform the essential care duties for the consumer, they must refrain from working until cleared by their doctor for return to work.

### 15. WORK INJURIES & ACCIDENTS

All *ACP* employees are covered under the company worker's compensation insurance policy. For more information about our worker's compensation provider (name and phone number) or any other related questions, please visit our Employee Resource Center at <http://abilitycare.com/ERC/>

**15.1. Reporting Injuries & Accidents** - *ACP* requires that all employees report any job-related accidents or injuries to their direct supervisor (the consumer or RP) and the *ACP* Program Coordinator immediately. Employees are required to:

- **Submit a detailed written First Report of Injury within 24 hours of the accident and/or injury.**
- Obtain a work status note at every doctor appointment and provide these notes to *ACP* immediately after each visit.
- Follow the doctor's medical treatment plan. Adhere to your medical restrictions including while at home and during leisure activities.
- Keep *ACP* apprised of your work status. Notify *ACP* as soon as you have been released to return to any kind of work.

**15.2. Failure to Report** - Failure to report an injury, regardless of how minor, could result in difficulty with the employee's claim. Fraud, exaggeration or prolonging of claim, or claiming benefits to which you are not entitled is unlawful and subject to punishment by law.

**15.3. Return to Work Program** – *ACP* may offer short-term Transitional Work Assignments (TWA) to employees unable to perform their usual jobs due to temporary work restrictions resulting from on-the-job injuries, based on their ability as determined by the treating doctor. *ACP* will develop and begin each TWA, with input from the employee, as soon as medically authorized. The TWA may be a short-term position that is not with the PCA's current consumer. *ACP* will assure the employee understands the temporary medical restrictions and see that they are not exceeded. Participation in the Return to Work Program is not optional. Declining to participate may result in reduction of workers compensation temporary disability benefits, in accordance with Minnesota law.



## 16. REPORTING CONSUMER ABUSE OR NEGLECT

In compliance with the Minnesota law, all employees who provide direct contact services to a consumer are considered **Mandated Reporters**. Mandated reporters **MUST** make a report if they have reason to believe that the abuse, neglect, or financial exploitation of a vulnerable adult has occurred. The **MN Adult Abuse Reporting Center (MAARC) is the official** Common Entry Point (CEP) designated under Minnesota laws for receiving reports of suspected maltreatment. **MAARC:**

- Is available 24 hours per day to take calls from mandated and voluntary reporters
- Immediately notifies the county agency responsible when the vulnerable adult needs immediate adult protective services.
- Immediately notifies a law enforcement agency for any report of suspected maltreatment in which there is reason to believe a crime has been committed.
- Immediately notifies the medical examiner and the Ombudsman for Mental Health and Development Disabilities for any report of suspected maltreatment which involves a suspicious death.
- Refers reports of suspected maltreatment to the lead investigative agency (LIA), responsible for the report.
- **Reports of suspected maltreatment of a vulnerable adult are made toll-free 24/7/365 to MAARC at 1-844-880-1574**

## 17. SEIU HEALTHCARE MINNESOTA (PCA UNION) INFORMATION

SEIU Healthcare Minnesota serves as the union organization for Consumer Directed PCAs per the Collective Bargaining Agreement (CBA). The CBA is an agreement with the State of Minnesota and the SEIU on behalf of PCA Choice Individual PCA Providers. Any wages, benefits, PTO, etc. set forth in the CBA will be given to all ACP PCAs regardless of union membership (or non-member) status. PCAs may review union membership information on our website. You are not required to be a union member to work for ACP. *ACP maintains a neutral position with regard to our employees and union membership. ACP will adhere to any laws or policies required by the state or the union. Union members will have dues withheld from their ACP payroll at the 3% dues rate set by the SEIU.*

**Any questions about union membership, benefits, dues, events or other information should be directed to:**

**SEIU Healthcare Minnesota** - 345 Randolph Ave, Suite 100, St. Paul, MN 55102

Phone: 651-294-8100 or 1-800-828-0206 Fax: 651-294-8200 Email: [mac@seiuhealthcaremn.org](mailto:mac@seiuhealthcaremn.org) Web: <http://seiuhealthcaremn.org>

## 18. Enhanced PCA Information

PCA Choice employees that work with consumers who are authorized by the state for 12+ hours per day are able to apply for Enhanced PCA. Enhanced PCA requires completing specific additional training courses with a limited \$500 stipend available from The Odyssey Group ([MinnesotaDSWtraining.com](http://MinnesotaDSWtraining.com)). The training stipend is **NOT** paid by or sent from ACP. Information and links are available on our website.

### 18.1. Enhanced PCA Eligibility – To become and maintain eligibility for Enhanced PCA:

- The PCA needs to have completed the Additional Training requirements and provided ACP with a copy of the certification email from The Odyssey Group ([MinnesotaDSWtraining.com](http://MinnesotaDSWtraining.com)). Once ACP has a copy of the Enhanced PCA eligibility confirmation email, we will classify the PCA as an Enhanced PCA with a pay raise. The raise will be effective for all hours with your eligible consumer after we receive the notice (not retroactive).
- The consumer must have a valid service authorization for 12 or more hours per day. If the consumer is ever reduced below the 12 hours per day average then the PCA will no longer be eligible for Enhanced PCA classification.
- The PCA must keep current on their Enhanced PCA training course certification (such as CPR, First Aid, etc.) and not let it lapse. **When a PCA's Enhanced PCA Certification expires, ACP will automatically re-classify the ineligible PCA as General PCA Choice at the default PCA Choice wage.**

## 19. Workplace Information & Labor Notice Posters

As a PCA Choice agency our employees work directly in the consumer's home or out in the community with them. As a result of this unique working environment, we do not have a central physical workplace environment to post official notices, labor posters and union information. Our Employee Resource Center on website (under the "Employees" menu tab) will serve as our official workplace notice location. All employees are directed to the ACP website to regularly review posted information. Visit: <http://abilitycare.com/ERC/>