

Access North

Center for Independent Living of Northeastern Minnesota

<http://accessnorth.net>

Assisting individuals with disabilities to live independently, pursue meaningful goals, and have equal opportunities and choices.
HIBBING – 2104 E. 6th Ave. Hibbing, MN 55746 (218) 262-6675 (V/TTY) FAX (218) 262-6677

Agreement for Personal Care Assistance Choice Services Between Consumer, Access North – CILNM, Personal Assistant and Qualified Professional

Personal care assistance choice is an option of the personal care assistance program that allows the recipient who receives personal care assistance services to be responsible for the recruiting, hiring, scheduling, and terminating of personal care assistants. This program offers greater control and choice for the recipient in who provides the personal care assistance service and when the service is scheduled.

This personal care assistance choice provider agency manages payroll, invoices the state, is responsible for all payroll-related taxes and insurance, and is responsible for providing the consumer training and support in managing the recipient's personal care assistance services.

Purpose

We enter into this agreement for the provision of personal assistance services to the consumer and as joint employers of record, this agreement is between (please print)

1) _____
Printed name of consumer

2) _____
The Center for Independent Living of Northeastern Minnesota
2104 E. 6th Ave. Hibbing, MN 55746 (218) 262-6675 with

3) _____
Printed name of personal assistant

4) date _____

Regulatory Compliance

All parties are responsible for complying with all rules and regulations related to the PCA program (Minnesota State Law 256B.0659). This includes, but is not limited to: state Vulnerable Adults Act, Data Privacy, PCA regulations, including medication administration, and Department of Labor laws governing overtime, etc. **It is a federal crime to provide false information** on PCA billings for medical assistance payment. Your signature (or telephone input when using the Dial n Documents) verifies the time and services are accurate and that the services were performed as specified in the PCA Care Plan.

Cancellation and Amendments

Provider agency or consumer may choose to cancel or amend this contract at any time with 30 day notice.

I have read and understand the entire agreement here within and agree to follow all duties and rules. Also with this signature I agree that I have been provided with a copy of the Home Care Bill of Rights. I have read the Bill of Rights or had it explained to me. I understand the Bill of Rights and have had a chance to have all of my questions answered.

Signed _____
Consumer / Responsible Party

Date

Signed _____
Qualified Professional / CILNM Representative

Date

Signed _____
Personal Care Assistant

Date _____

_____ Copy to payroll

Access North

Center for Independent Living of Northeastern Minnesota

<http://accessnorth.net>

Assisting individuals with disabilities to live independently, pursue meaningful goals, and have equal opportunities and choices.
HIBBING – 2104 E. 6th Ave. Hibbing, MN 55746 (218) 262-6675 (V/TTY) FAX (218) 262-6677

Agreement for Personal Care Assistance Choice Services Between Consumer, Access North – CILNM, Personal Assistant and Qualified Professional

Personal care assistance choice is an option of the personal care assistance program that allows the recipient who receives personal care assistance services to be responsible for the recruiting, hiring, scheduling, and terminating of personal care assistants. This program offers greater control and choice for the recipient in who provides the personal care assistance service and when the service is scheduled.

This personal care assistance choice provider agency manages payroll, invoices the state, is responsible for all payroll-related taxes and insurance, and is responsible for providing the consumer training and support in managing the recipient's personal care assistance services.

Purpose

We enter into this agreement for the provision of personal assistance services to the consumer and as joint employers of record, this agreement is between (please print)

1) _____
Printed name of consumer

2) _____
The Center for Independent Living of Northeastern Minnesota
2104 E. 6th Ave. Hibbing, MN 55746 (218) 262-6675 with

3) _____
Printed name of personal assistant

4) for _____ (beginning date).

Regulatory Compliance

All parties are responsible for complying with all rules and regulations related to the PCA program (Minnesota State Law 256B.0659). This includes, but is not limited to: state Vulnerable Adults Act, Data Privacy, PCA regulations, including medication administration, and Department of Labor laws governing overtime, etc. **It is a federal crime to provide false information** on PCA billings for medical assistance payment. Your signature (or telephone input when using the Dial n Documents) verifies the time and services are accurate and that the services were performed as specified in the PCA Care Plan.

Cancellation and Amendments

Provider agency or consumer may choose to cancel or amend this contract at any time with 30 day notice.

I have read and understand the entire agreement here within and agree to follow all duties and rules. Also with this signature I agree that I have been provided with a copy of the Home Care Bill of Rights. I have read the Bill of Rights or had it explained to me. I understand the Bill of Rights and have had a chance to have all of my questions answered.

Signed _____
Consumer / Responsible Party

Date

Signed _____
Qualified Professional / CILNM Representative

Date

Signed _____
Personal Care Assistant

Date

_____ Copy to payroll

As a Personal Care Attendant paid by Access North, you are an at-will employee. Remember that working as a PCA in the *Choice* program, your *boss* is your recipient or the responsible party (the person directing care.)

You are required to complete the DHS Training requirement as a condition of your employment. You are required to sign and return an annual employment contract as a condition of your employment. Your employment is at the discretion of the recipient or Responsible Party and they choose when you are hired or fired. If terminated, Access North is not responsible to transfer or re-assign any PCA to any other recipient. Employment is simply terminated.

Termination of PCA may also occur at any time if the recipient is deemed no longer eligible for PCA services according to the Department of Human Services, or if as a result of a background study or other reason, the PCA is deemed ineligible to provide services.

Personal Care Assistant Responsibilities

- Provide personal care services to consumer as stated on page one and as specified in their plan of care.
- Obtain training from consumer, with assistance from a qualified professional to ensure PCA can satisfactorily perform all responsibilities in the consumer's plan of care as a condition of my employment and is my responsibility.
- Complete all required forms and provide necessary information to consumer/agency, including background check verification, prior to working for this consumer.
- Pass a criminal background check prior to beginning employment as a PCA and as a requirement of eligibility to be a personal assistant.
- Work at scheduled times as determined by the consumer, notifying the consumer of changes as early as possible to arrange for backup assistance.
- If PCA is unavoidably going to be late, make every attempt possible to notify the consumer.
- Accurately document time worked for consumers by completing time sheets or telephony contact sheets and telephony calls on a **daily basis** and accurately recording the activities performed during the visit according to the care plan.
- Give a minimum of two weeks notice if PCA wants to terminate this employment agreement
- Meet Minnesota Statutory Personal Care Assistant requirements including all Personal Care Assistant training requirements as a condition of employment.
- Understand that all PCA's require a 90 day probationary period and can be terminated without cause according to CILNM Policy.
- Understand that PCA's can only work 275 hours per month and no more than 16 hours per day or 40 hours per week regardless of the number of consumers served or agencies they are working for.
- Have a right to respond to complaints and document complaints in accordance with CILNM Policy.

Consumer/Responsible Party Responsibilities

- Develop a personal care assistance care plan based on the assessed needs and addressing the health and safety of the recipient with the assistance of a qualified professional as needed.
- Engage in an annual face-to-face reassessment to determine continuing eligibility and service authorization and be responsible to pay my PCA out of my personal funds if they are not eligible or I exceed my allotted PCA hours.

- Use the same personal care assistance choice provider agency if shared personal assistance care is being used.
- Accept responsibility for health and safety, including finding staff or supports that ensure needs for assistance are met.
- Responsibilities regarding procedures for hiring/firing personal care assistants
 - Recruit, hire, schedule, and terminate personal care assistants and a qualified professional.
 - Orient and train the personal care assistant with assistance as needed from the qualified professional and ensure that PCA staff hired can adequately perform the tasks and care that are needed.
 - Ensure adequate backup staff or supports are in place in case a regularly scheduled PCA is unable to work scheduled shift.
 - Refer individuals to CILNM to fill out necessary forms to be paid as PCAs.
 - Schedule PCA staff.
 - Supervise and evaluate the personal care assistant with the qualified professional, who will regularly visit and who is required to visit the recipient at least every 180 days.
 - Monitor and verify in writing to the personal care assistance choice agency the number of hours worked by the personal care assistant and the qualified professional. Monitor time worked, complete time cards and submit time cards for PCA staff to ensure staff are paid on time.
 - Provide ongoing supervision and evaluation of PCA staff with assistance as needed from a doctor or qualified professional.
 - If you are having difficulty with your PCA staff, contact your Qualified Professional.
 - Notify CILNM prior to terminating PCA staff.

PCA Choice Provider Responsibilities

- Be the employer of the personal care assistant and the qualified professional for employment law and related regulations including, but not limited to, purchasing and maintaining workers' compensation, unemployment insurance, surety and fidelity bonds, and liability insurance, and submit any or all necessary documentation including, but not limited to, workers' compensation and unemployment insurance.
 - Pay the PCA a minimum of 72.5% of the reimbursement rate in wages & benefits
 - The remaining amount goes to: Pay employers share of payroll taxes ; Pay Unemployment & Workers Compensation Insurance ; Pay costs of Legislatively Mandated PCA Program Requirements (Billing, Background checks, postage, telephone, Payroll and other direct PCA program costs)
 - Upon request, we will provide you with an itemized breakdown of the current amounts as these typically change with each legislative session.
 - Pay the qualified professional a minimum of 72.5% of the reimbursement rate - min in wages & benefits.
- Obtain releases and submit background checks for PCA staff referred.
- Pay the personal care assistant (s) process the following rate of pay \$_____. (per hour)

- Pay for the following benefits for personal care assistants _____
(specify cost of benefits if applicable)
- Process time cards on alternate weeks according to the pay schedule. Submit time cards for PCA staff or qualified professional to CILNM on alternate weeks according to the CILNM pay schedule to ensure payment occurs on the following alternate week according to the CILNM pay schedule. Time cards may be submitted by U.S. mail, fax, or be dropped off at the Hibbing CILNM office.
- Withhold all applicable state and federal taxes from personal care assistant's paycheck.
- Arrange for and pay unemployment insurance, workers compensation, liability insurance for all staff.
- Paychecks will be issued on alternate weeks according to the pay schedule.
- Paychecks will be mailed via the U.S. mail or processed through direct deposit.
- If a problem occurs with a paycheck, contact the CILNM payroll administrator.

Qualified Professional Responsibilities

All personal care assistants must be supervised by a qualified professional.

- Develop and monitor with the recipient a personal care assistance care plan based on the service plan and individualized needs of the recipient.
- Develop and monitor with the recipient a monthly plan for the use of personal care assistance services.
- Provide training and ensure competency for the personal care assistant in the individual needs of the recipient.
- Through direct training, observation, return demonstrations, and consultation with the staff and the recipient, the qualified professional must ensure and document that the personal care assistant is:
 - capable of providing the required personal care assistance services;
 - knowledgeable about the plan of personal care assistance services before services are performed;
 - able to identify conditions that should be immediately brought to the attention of the qualified professional.
- Document all training, communication, evaluations, and needed actions to improve performance of the personal care assistants.
- Supervise and evaluate the personal care assistant with the qualified professional, who will visit every 90 days and who is required to visit the recipient at least every 180 days.

If you require this information in alternative format – such as audio, large print, Braille – please contact us at (800) 390-3681

Minnesota Home Care Bill of Rights

A person who receives home care services has these rights:

1. The right to receive written information about rights in advance of receiving care or during the initial evaluation visit before the initiation of treatment, including what to do if rights are violated.
2. The right to receive care and services according to a suitable and up-to-date plan, and subject to accepted medical or nursing standards, to take an active part in creating and changing the plan and evaluating care and services.
3. The right to be told in advance of receiving care about the services that will be provided, the disciplines that will furnish care, the frequency of visits proposed to be furnished, other choices that are available, and the consequences of these choices, including the consequences of refusing these services.
4. The right to be told in advance, of any changes in the plan of care and to take an active part in any changes; and
5. The right to refuse services or treatment.
6. The right to know, in advance, any limits to the services available from a provider, and the provider's grounds for a termination of services.
7. The right to know, in advance of receiving care whether the services are covered by health insurance, medical assistance, or other health programs, the charges for services that will not be covered by Medicare, and the charges that the individual may have to pay.
8. The right to know what the charges are for services, no matter who will be paying the bill.
9. The right to know that there may be other services available in the community, including other home care services and providers, and to know where to go for information about these services.
10. The right to choose freely among available providers and to change providers after services have begun, within limits of health insurance, medical assistance, or other health programs.
11. The right to have personal, financial, and medical information kept private, and to be advised of the provider's policies and procedures regarding disclosure of such information.
12. The right to be allowed access to records and written information from records in accordance with section 144.335.
13. The right to be served by people who are properly trained and competent to perform their duties.
14. The right to be treated with courtesy and respect, and to have the patient's property treated with respect.
15. The right to be free from physical and verbal abuse.
16. The right to reasonable, advance notice of changes in services or charges, including at least 10 day's advance notice of the termination of a service by a provider, except in cases where:
 - (i) The recipient of services engages in conduct that alters the conditions of employment as specified in the employment contract between the home care provider and the individual providing home care services, or creates an abusive or unsafe work environment for the individual providing home care services; or
 - (ii) An emergency for the informal caregiver or a significant change in the recipient's condition has resulted in service needs that exceed the current service provider agreement and that cannot be safely met by the home care provider.
17. The right to a coordinated transfer when there will be a change in the provider of services.
18. The right to voice grievances regarding treatment or care that is, or fails to be, furnished, or regarding the lack of courtesy or respect to the patient or the patient's property.
19. The right to know how to contact an individual associated with the provider who is responsible for handling problems and to have the provider investigate and attempt to resolve the grievance or complaint.
20. The right to know the name and address of the state or county agency to contact for additional information or assistance.
21. The right to assert these rights personally, or have them asserted by the patient's family or guardian when the patient has been judged incompetent, without retaliation.

IF YOU HAVE A COMPLAINT ABOUT THE AGENCY OR PERSON PROVIDING YOU HOME CARE SERVICES, YOU MAY CALL, WRITE, OR VISIT THE OFFICE OF HEALTH FACILITY COMPLAINTS, MINNESOTA DEPARTMENT OF HEALTH. YOU MAY ALSO CONTACT THE OMBUDSMAN FOR LONG-TERM CARE.

<p>Office of Health Facility Complaints (651) 201-4201 1-800- 369-7994 Fax: (651) 281-9796 Mailing Address: Minnesota Department of Health Office of Health Facility Complaints 85 East Seventh Place, Suite 300 P.O. Box 64970 St. Paul, Minnesota 55164-0970</p>	<p>Ombudsman for Long-Term Care (651) 431-2555 1-800-657-3591 Fax: (651) 431-7452 Mailing Address: Home Care Ombudsman Ombudsman for Long-Term Care PO Box 64971 St. Paul, MN 55164-0971</p>	<p>You May Also Contact AccessNorth - Center for Independent Living of Northeastern Minnesota http://accessnorth.net kim@accessnorth.net 2104 E. 6th Ave. Hibbing, MN 55746 (218) 262-6675 (V/TTY) FAX (218) 262-6677 Name/Title of Person to Whom Problems or Complaints May be Directed: Kim Tyler, Executive Director</p>
---	--	---