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## **PCA CHOICE SERVICE AGREEMENT**

This agreement is entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the following:

Ability Care Partners Inc., an enrolled PCA Choice Provider with the state of Minnesota, hereby referred to as “Ability Care Partners” or ACP”;

\_\_\_\_\_, hereby referred to as “Consumer” and;

\_\_\_\_\_, hereby referred to as “Responsible Party” (If applicable) and;

\_\_\_\_\_, hereby referred to as “Personal Care Assistant” or “PCA”.

We enter into this agreement to provide Personal Care Assistant services for the Consumer.

### **Consumer (or Responsible Party) Roles and Responsibilities**

As a Consumer using Ability Care Partners as my PCA Choice provider, I, or my Responsible Party (if applicable), agree to the following responsibilities:

1. Accept responsibility for my health and safety; meaning I will find staff or supports that ensure my health and safety needs are met. I ensure that I have adequate backup staff or support in case a regularly scheduled PCA is unable to fulfill their duties as scheduled.
2. Develop and revise, as needed, a Consumer Care Plan that details my health, safety and care needs and schedule based on my physician's orders and public health nurse assessment.
3. Recruit, interview and hire my own PCA staff. Before working any shifts, ALL of my staff must pass a criminal background check, facilitated by ACP to ensure they have no prior criminal record that disqualifies them from being employed as a PCA.
4. As a joint employer with ACP, enter into a written agreement with each of my PCAs before I receive their services.
5. Schedule my PCA staff and provide ongoing supervision and evaluation of my PCA staff.
6. Provide information, orientation and training to my PCA staff including safety and emergency procedures in their applicable service/working environment.
7. Provide and maintain my personal emergency contact information and any advance directives (if applicable), to my PCA staff for my own safety. I will also recommend to my PCA that they provide their emergency contact information to utilize in the event of emergency while on the job.
8. **Manage the use of my PCA allocated hours/units to ensure I do not use more than allocated in my Service Authorization (SA). I will monitor my use of flexible PCA units, and if I run out of units before my services authorization expires I understand my care services will be suspended until the new SA starts or I will personally pay for my continued care.**
9. Abide by Department of Labor regulations and ACP policies regarding overtime.
10. Monitor, ensure accuracy and verify time worked by my PCAs. Sign verified time cards for my PCA staff. Submit time sheets to ACP as outlined in the company policies and procedures.
11. Notify ACP of my in-patient treatment or hospitalization dates throughout our service agreement.
12. Notify the county public health nurse, waiver service coordinator or otherwise appropriate individual when it is time for a reassessment of my need for PCA services or if there is a change in condition or change in the level of services that I need. I will inform them of my intent to use a PCA Choice provider.

13. As joint employers, I will notify *ACP* prior to terminating any PCAs and inform them of the effective date. I will notify *ACP* if assistance is needed in terminating an employee.
14. Contact the *ACP* Program Manager in the event of a billing or payment complaint.
15. Notify *ACP* in writing if I want to terminate this agreement at any time.
16. Comply with *ACP* company policies and procedures.

### **Provider Roles and Responsibilities**

As your PCA Choice provider, *ACP* agrees to perform the following responsibilities:

1. Enroll and meet all standards as a PCA Choice Provider with the Minnesota Department of Human Services, including passing a criminal Background Study (BGS).
2. As a joint employer with the Consumer or Responsible Party, enter into a written agreement with each PCA the Consumer chooses to hire before services are provided to the Consumer.
3. Obtain releases, request and secure background checks according to the State of MN human services licensing act for all PCAs referred by Consumer or Responsible Party.
4. Bill the Department of Human Services or appropriate health care plan for personal care assistant services rendered.
5. Pay the PCAs at the rate determined by the Consumer as provided on the *ACP* PCA Pricing Schedule.
6. Issue paychecks, withhold and remit all applicable state and federal taxes from PCAs paychecks.
7. Arrange for and pay the employers share of payroll taxes, unemployment insurance, workers compensation insurance and liability insurance for all staff.
8. Keep records of the hours worked by PCAs as submitted by the Consumer or Responsible Party.
9. Assist Consumer in terminating PCAs, if requested to do so by the consumer.
10. Assess an administrative fee for the provision of PCA Choice Provider services. (Refer to the PCA Pricing Schedules for current Administrative Fees.)
11. Ensure arms length transactions and confirm *ACP* is not related to with the Consumer and PCA.

### **Personal Care Assistant (PCA) Responsibilities**

As a PCA employed by the Consumer and *ACP*, I agree to the following responsibilities:

1. Enter into a written agreement with the Consumer and *ACP*, as joint employers, before providing services to the consumer.
2. Complete all required forms and provide necessary information to *ACP*, including criminal background study release and my Individual PCA Provider ID number prior to providing services to the Consumer.
3. ***Complete and pass a criminal Background Study with the BCA submitted through ACP, before working any shifts, a requirement of eligibility to be a personal care assistant.***
4. Obtain and maintain an active Individual PCA Provider ID number from the Minnesota Department of Human Services. I agree to complete and submit updated registration forms to *ACP* any time my personal information (legal name, residential address, phone #, etc.) changes.
5. Obtain training from the Consumer (or Responsible Party), to ensure I can satisfactorily perform all responsibilities in the Consumer's Care Plan. Training includes: proper use of equipment, review of care plan, medication procedures, safe transfers, emergency information form and procedures, and any other forms. I agree to communicate with the Consumer (or Responsible Party) directly, regarding any health or training concerns.
6. Provide and maintain my personal emergency contact information to the Consumer (or Responsible Party) for my own safety while on the job.
7. Work at scheduled times as determined by the Consumer, notifying the Consumer of changes as early as possible to arrange for backup assistance.
8. Provide personal care services to the Consumer as specified in their plan of care, following written and verbal directions from the Consumer. Communicate respectfully and directly to the Consumer regarding services.
9. Assist with Activities of Daily Living (ADLs) and Health Related Functions (HRFs) as directed, being observant and staying alert to ongoing instructions by the Consumer. Support the Consumer when they participate in community activities, relationships and involvement with others.

10. Inform the Consumer about all visible bodily changes that may need medical attention.
11. While working within the Consumer's home, maintain respect as a professional and focus on job related activities. Perform duties in an ethical matter, preserving and respecting the rights and dignity of the Consumer. Keep the Consumer's personal life as confidential, respect their personal property and adhere to *ACP* data privacy policies.
12. Be present when working with the Consumer in their service environment, and leave only when the shift is completed.
13. Follow safety and emergency procedures in my applicable service/working environment and work to identify my safety needs and along with those of the Consumer.
14. Accurately document time worked for Consumer by promptly completing and signing time sheets. Submit time sheets to *ACP* as outlined in the company policies and procedures.
15. Understand that the Consumer's PCA services payment source and authorization is subject to change. If the authorization for services or payment source should stop, services may be suspended or discontinued immediately. The Consumer will be notified by *ACP* staff and will notify me that services have stopped. No time sheets shall be submitted until services are re-authorized and *ACP* informs the Consumer that my employment has been re-instated. I also understand that I cannot provide any services when the Consumer is receiving any type of in-patient treatment, in-patient hospitalization or nursing home.
- 16. Agree to monitor total hours worked with all agencies/consumers actively employed with. PCAs cannot work more than 16 hours in a 24 hour period with a maximum of 275 hours per month. This is not per Consumer or per Agency, if you work for multiple Consumers or Agencies your totals cannot exceed these limits. PCAs who are found to have violated this policy will be required to reimburse wages paid or have future wages garnished due to exceeding the maximums allowed.**
17. Report any service/working environment related injuries or accidents to the Consumer (or Responsible Party) AND Ability Care Partners Administrative Office within 24 hours of the incident, as outlined in the company policies and procedures.
18. Update *ACP* staff anytime my status changes (name, address, phone #, tax exemptions, etc.).
- 19. Read, understand and comply with current *ACP* Policies & Procedures. *ACP* will publish any changes to the Policies & Procedures which are available on our web site.**

**Grievance Procedures**

*ACP* asks that if any PCA has any concerns they shall bring them up to their manager, the Consumer. Consumers are encouraged to address issues directly with their PCA. If the PCA/Consumer is unable to resolve the issue, they may bring the issue to the *ACP* Program Manager. *ACP* is committed to providing a timely response to concerns brought forward.

**Regulatory Compliance**

Both parties are responsible for complying with all rules and regulations related to PCA Choice. This includes, but is not limited to: State Vulnerable Adults Act, Data Privacy, PCA regulations, and Department of Labor Laws.

**Cancellation and Amendments**

Employees may resign their employment with the Consumer and Ability Care Partners, as joint employers, at any time for any or no reason, and the Consumer and Ability Care Partners reserve the same right regarding discontinuation of signed individual's employment. Any party may choose to cancel or amend this agreement at any time.

Signed \_\_\_\_\_  
**Consumer / Responsible Party** \_\_\_\_\_  
**Date**

Signed \_\_\_\_\_  
**Provider** \_\_\_\_\_  
**Date**

Signed \_\_\_\_\_  
**Personal Care Assistant** \_\_\_\_\_  
**Date**

**PCA Wage Statement**

PCA Name: \_\_\_\_\_

Effective Date: \_\_\_\_\_

These rates remain in effect until further notice and supercede any previously published rates.

Hourly Rate for Personal Care Assistants: \$ \_\_\_\_\_

**Benefits and Rates for PCAs**

No additional benefits are available at this time. Ability Care Partners will notify you of benefit availability.

X \_\_\_\_\_  
Consumer / Responsible Party Signature

\_\_\_\_\_  
Date

X \_\_\_\_\_  
PCA Signature

\_\_\_\_\_  
Date

X \_\_\_\_\_  
Provider Signature

\_\_\_\_\_  
Date