

**PCA Employee Hiring Paperwork 2016**

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

PCA Full Name

Consumer Name

First: \_\_\_\_\_

First: \_\_\_\_\_

Middle: \_\_\_\_\_

Last: \_\_\_\_\_

Last: \_\_\_\_\_

MA#: \_\_\_\_\_

This is **NOT** a job application and **should only be completed when a job has been offered**. Please complete the enclosed forms using dark ink and **return by mail to the office address listed above. DO NOT fax the entire application, only items marked with an asterisk \* may be faxed to begin the Background Study process.** Once the PCA background study has been passed, we will notify the Consumer/Responsible Party of when the employee is eligible to begin working. **PCA's are NOT allowed to work any shifts until we notify, no exceptions!**

**PCA Employee Hiring Checklist: (Please review all pages and return the pages in bold below)**

- \*Cover sheet (with PCA Signature)\*
- SEIU Healthcare Minnesota PCA Union Information
- DHS Individualized Personal Care Assistant Training & Test Information
- Background Study & PCA ID # Enrollment Instructions
- PCA Conditional Hire Form\***
- PCA Application and Background Study Privacy Notice
- \*MHCP Individual PCA Enrollment Application - DHS-4469 (1 page)\*
- \*MHCP Provider Agreement Individual PCA (DHS-4611) (return pages 1-2 of 3)\*
- I-9 Employment Eligibility Verification Form (return pages 1 & 2)**  
Complete Sections 1 & 2 and provide photocopies of Acceptable Documents  
(One from List A or one from List B plus one from List C)
- W-4 2016 Form (2 pages)**
- PCA Agency Disclosure & Release (1 page)**
- PCA Service Agreement (3 pages)**
- PCA Wage Statement (1 page)**
- Payroll Information / Online Paystub Access Instructions (Paychex Flex) / Employee Benefit Information
- Paychex Direct Deposit Enrollment/Change Form (Include voided check for Direct Deposit)**
- Policies & Procedures (Employee MUST keep these)

**Consumer/Responsible Party Check List:**

- Verify the forms above are fully completed and signed.
- Review & Sign I-9 Form - Section 2: "CERTIFICATION" section**  
**(Verify and photocopy the Employee's Acceptable Documents)**
- Review & Sign "PCA Service Agreement"**
- Review & Sign "PCA Wage Statement"**
- Present employee hire with a copy of the Policies & Procedures

*"I hereby confirm that I have received and reviewed the Company Policies & Procedures. I understand that these are subject to change upon notice from the Company. I understand that I may resign my employment if I do not agree to follow all current Policies & Procedures."*



**PCA Signature: X** \_\_\_\_\_

## **SEIU Healthcare Minnesota** **PCA Union Information**

**SEIU Healthcare Minnesota** serves as the union organization for PCAs. As of July, 1 2015 the 2015-2017 Collective Bargaining Agreement (CBA) goes into effective for all PCAs.

**SEIU Healthcare Minnesota** union membership information and a membership enrollment materials are available on our web site at <http://www.abilitycare.com>. If you would like a copy mailed to you, please email or call us or contact the SEIU directly.

**You are not required to be a union member to work for Ability Care Partners. Any wages, benefits, PTO, etc. set forth in the CBA will be given to all union or non-union PCAs.**

As stated in the CBA, PCAs do not have the right to strike and agencies do not have any direct bargaining with the SEIU. The CBA is an agreement with the State of Minnesota and the SEIU on behalf of PCA Choice Individual PCA Providers.

Ability Care Partners 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 dues rate set by the SEIU (currently set at 3% of wages earned).

Ability Care Partners maintains a neutral position with regard to our employees and union membership.

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

**SEIU Healthcare Minnesota**

**<http://www.SEIUhealthcaremn.org>**

**345 Randolph Ave, Suite 100, St. Paul, MN 55102**

**Phone: 651-294-8100**

**Toll- Free 800-828-0206**

**Fax: 651-294-8200**

**Email: [mac@seiuhealthcaremn.org](mailto:mac@seiuhealthcaremn.org)**

## **DHS Individualized Personal Care Assistant Training & Test Information**

All PCAs are required to complete Individualized Personal Care Assistant Training offered through the MN DHS before working and enrolling as a PCA. The required training is offered free of charge online at <http://registrations.dhs.state.mn.us>

Ability Care Partners requires all PCAs complete the training and send proof of completion as outlined below, or the PCA will be prohibited from working (timesheets will be rejected due to ineligibility) until the training is passed.

### **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.

From an internet enabled computer, you may access the training materials and test by registering with your personal email address. If you do not have access to a computer, please check with a local public library or workforce center for free computer lab access.

### **To access the training from your web browser:**

1. Go to <http://registrations.dhs.state.mn.us>
2. Under "Continuing Care - Disability Services" click " Individualized Personal Care Assistant Training".
3. Review the User Instructions.
4. Click "Take The Course" to review the training materials before taking the test.
5. Click the "Next - Register" button to proceed with the test.

You must answer 20 of 25 questions correctly to pass the test. You may take the test as many times as needed. There is no required wait time between tests. Again, there is a link provided to proceed to the test immediately after you register or you can use the link in the confirmation email sent.

As you answer each question, the system will tell you if the answer is correct or incorrect. The system will not tell you the correct answer. After you answer the last question, you will go the Results page where you will receive your score and whether or not you have passed the test.

Upon completion of the online training the PCA will receive a certificate to print and save, the certificate will also be emailed and can be forwarded to Ability Care Partners. If you previously completed the Individualized Personal Care Assistant Training with another PCA provider you must send a copy of the completion certificate to Ability Care Partners.

**All PCAs must either email, mail or fax a copy of their completion certificate to Ability Care Partners.**

If you have any questions regarding the training, contact us or call DHS at (651) 431-2400.

## **Background Study & PCA ID # Enrollment Instructions**

As your PCA Choice Agency, we are required by the Minnesota Department of Human Services (DHS) to **process a Criminal Background Study on ALL PCA's BEFORE THEY WORK ANY HOURS.** This is a state law we strictly adhere to, with no exceptions. Even if the PCA has already had a Background Study done recently with another provider, we still MUST process a new Background Study before they work for us. Also, if a PCA has a gap in active employment (has not worked any shifts with us for more than 90 days), we must submit a new Background Study before being re-instated as an active PCA. *Typically a Background Study takes 4-5 business days to be completed, it can take longer for non-residents of MN. We do not guarantee completion timelines of any Background Study.*

DHS and Minnesota Health Care Programs (MHCP) require that all PCAs enroll with MHCP to receive an Individual PCA Provider ID (UMPI) Number. This requirement means that any PCA provider/agency you work for must list your Individual PCA Provider ID (UMPI) Number when billing MHCP for the PCA services you provide to your client(s).

New and existing PCAs are required to complete these forms to be an eligible PCA for any provider/agency. The necessary forms are included. Consumers are asked to guide their PCAs to follow the steps below and submit the completed forms. **Before completing these forms please review the "PCA Application and Background Study Privacy Notice"**

- 1. Complete & Sign the 1-page "PCA Employee Hire Form"**
- 2. Complete & Sign the 1-page "MHCP Individual PCA Enrollment Application" (DHS-4469)**  
*Note: Ability Care Partners will complete the last row of the Individual PCA Information section regarding the Background Study.*
- 3. Review and Sign the 3-page "Minnesota Health Care Programs Provider Agreement Individual Personal Care Assistant (PCA)" (DHS-4611).**
- 4. Mail your completed forms to Ability Care Partners and we will submit them to the DHS. DO NOT SEND THESE FORMS DIRECTLY TO DHS, we need to review and sign as your agency.**  
*NOTE: You may fax us these forms to process them faster, but we will need the originals mailed to us immediately.*

The DHS will process Individual PCA Provider ID Number applications as soon as possible (estimated 3-4 weeks). After passing the Background Study and completing the online PCA Training Certification, PCAs are able to work while their Individual PCA Provider ID Number application is being processed by DHS.

**Important Reminder:** PCAs are not allowed to work until we have notified the Consumer and/or the PCA.

If you have any questions or concerns in completing the forms, contact us via email or telephone.

Our policy is to provide equal opportunity to applicants regardless of age, color, gender, disability, national origin, race, religion or any other classification in accordance with federal, state, and local statutes, regulations and ordinances. Any answers to questions on this form will not be used to discriminate against anyone.

PERSONAL	First Name			Middle Name			Last Name				
	Address						City		County		
	State		Zip Code		Email Address: <i>(For employee notices only)</i>			Primary Phone <input type="checkbox"/> Home <input type="checkbox"/> Cell		Alternate Phone <input type="checkbox"/> Home <input type="checkbox"/> Cell	
	<b>EMERGENCY CONTACT</b> <i>(You will need to provide a current emergency contact to the Consumer at all times)</i>							<b>Marital Status:</b>			
	Name				Phone #		Relationship		<input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Separated <input type="checkbox"/> Widowed		
	<b>Required DHS Background Study Information (You MUST pass a DHS Criminal Background Study through Ability Care before working any shifts)</b>										
	Social Security Number			Date of Birth		Gender <input type="checkbox"/> Female <input type="checkbox"/> Male		Drivers License (or State ID) #		State of Issue	Expire Date
	List any previous names or aliases you have gone by:										
	Ethnicity (Optional): <input type="checkbox"/> White <input type="checkbox"/> African American <input type="checkbox"/> Native American <input type="checkbox"/> Hispanic/Latino <input type="checkbox"/> Asian <input type="checkbox"/> Pac. Islander <input type="checkbox"/> 2 or more races <input type="checkbox"/> Other										
	<b>EMPLOYMENT ELIGIBILITY</b> <input type="checkbox"/> I am a Citizen or National of the U.S. <input type="checkbox"/> I am a permanent resident. <i>Alien #:</i> _____ <input type="checkbox"/> I am an Alien authorized to work. <i>Alien or Admission #:</i> _____ <i>Exp. Date:</i> _____										
<b>PHYSICAL DATA:</b> You may be required to lift, bend, twist, carry, and perform various tasks requiring normal range of motion. I can comfortably and safely lift: <input type="checkbox"/> 50 lbs. <input type="checkbox"/> 75 lbs. <input type="checkbox"/> 100 lbs. <input type="checkbox"/> 150 lbs. <input type="checkbox"/> 200 lbs. <input type="checkbox"/> Other:											
EXPERIENCE	<b>EDUCATION/CERTIFICATIONS:</b> (List Name, City, State of School and any other level of Education or Certification(s) with date completed.)										
	Most Recent Employer Name				Job Title		Duties				
	Address (Include City, State and Zip Code)						Start Date		End Date	Hourly Wage	
	Supervisor (Include Name, Title and Phone)				Reason For Leaving?			Contact For Reference? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Previous Employer Name			City / State		Job Title		Start Date		End Date		
ACKNOWLEDGEMENTS	By signing this acknowledgement, I certify that the information I have provided is true and complete for all practical purposes. I authorize Ability Care Partners and the Consumer to obtain information from my prior employers concerning my employment with them. If any information is found to be untrue, incomplete, or misrepresented I may be subject to immediate dismissal without recourse. <b>I authorize you to submit a background study to the Minnesota Department of Human Services (For details, see "PCA Application and Background Study Privacy Notice").</b> I understand that a background study disqualification by the DHS will prevent me from being employed by the Company. <b>I understand that I cannot report to work any shifts until Ability Care Partners, Inc. notifies me via email in writing that my MN-DHS Background Study by the BCA is approved.</b> I understand that if I am hired by Ability Care Partners, Inc. and the Consumer, I will be an employee at will and may be ended at any time at the option of Ability Care Partners, Inc. and the Consumer, or myself. If I am hired, I agree to report to the Consumer for any scheduling of my employment hours ( <b>Hours are not guaranteed by any party</b> ). I have read and agree to abide by the policies and procedures of the Company.										
	<b>Signature:</b>						<b>Date:</b>				

**PCA JOB DESCRIPTION:** PCAs provide direct care services to Consumers with disabilities in the Consumer's home and community. Each Consumer has a Care Plan created by the Qualified Professional that outlines what services are needed. The Consumer (or Responsible Party) hires, trains, schedules and directs all PCA staff.

**PCA Requirements:**

- Must be at least 18, eligible to work in the U.S. and pass a DHS Background Study via Ability Care Partners before working.
- Complete required MN DHS PCA Training & Individual PCA ID # (UMPI #) Enrollment Forms.
- Be capable of fully providing the services listed in their Consumer's Care Plan.
- Demonstrate good communication skills, dependability, ability to follow orders with little direct supervision and make appropriate judgments.
- Must NOT be a Consumer of PCA services and not be the Consumer's Spouse, Parent (of minor child Consumer), Corporate/Paid Guardian or Responsible Party.

**Essential PCA Job Duties:**

Bowel/Bladder Care • Skin Care • Range Of Motion • Respiratory Assistance • Transfers (with or without the assistance of belts, sliding boards, Hoyer lifts, etc.) • Bathing • Grooming • Turning/Positioning • Assist with medications that are self-administered by Consumer • Application/Maintenance of Prosthetics, Assistive/Medical Devices • Dressing • Meal Preparation/Plans • Eating/Feeding • Accompanying a Consumer to obtain Medical Treatment and other out-of-home activities • Incidental Household Services • Practice Universal Safety Precautions • Other personal cares as specified in the Consumer Care Plan.

**General Overview of PCA Responsibilities:**

- Provide for the care and safety of the Consumer and report any abuse or neglect
- Communicate openly regularly with the Consumer, Responsible Party and the Qualified Professional regarding progress/changes in condition(s)
- Assist with the Activities of Daily Living, Instrumental Activities of Daily Living (for Consumers 18+), Health Related Functions\*, Behaviors\* (*\*if applicable*)

# PCA Application and Background Study Privacy Notice

The Minnesota Department of Human Services (DHS) asks that you give private information about yourself. The Minnesota Government Data Practices Act (Minnesota Statutes 13.04, subd. 2) requires that we let you know the following:

## Why does DHS ask for this information?

DHS has to conduct Background Studies (BGS) on all providers who provide direct contact services (Minnesota Statutes 256B.0651). BGS are done according to Minnesota Statutes chapter 245C. DHS will use the information we ask for in this application and on the BGS to:

- Review criminal conviction records that are held by the Minnesota Bureau of Criminal Apprehension (BCA)
- Review records of proven mistreatment of minors and vulnerable adults
- Prevent, detect and eliminate false claims of time card submissions or billing
- Determine if you are qualified to provide personal care services

DHS may ask you for more information, including your fingerprints, to complete your BGS. When DHS does a BGS, the correctional system, the Minnesota Department of Health (MDH), and county agencies will report to DHS any:

- New criminal convictions for disqualifying crimes
- Proven mistreatment of minors and vulnerable adults

## What happens if I do not give DHS this information?

If you do not let DHS do a BGS, DHS will deny your application and your employer will not be paid for the services you provide (Minnesota Statutes 245C.09).

## What happens if I give DHS this information?

If an applicant's BGS has a status of "Not Disqualified" or "Disqualified Set Aside," DHS will process the person's application.

If DHS finds out that a person is sanctioned by the Office of the Inspector General (OIG) of the U.S. Department of Health and Human Services or disqualified by the Division of Licensing, DHS will deny the person's application.

## Who else can get this information?

The information you give DHS can be shared with the Minnesota BCA. If DHS believes that other agencies may have information about a disqualification, DHS can share with or get information from:

- Agencies with criminal record information systems in other states, and juvenile courts
- County agencies
- County attorneys
- County sheriffs
- Courts, including juvenile court
- Federal Bureau of Investigation
- Health-related licensing boards
- Local police
- Minnesota Department of Health
- Minnesota Department of Corrections
- Office of the Attorney General

If you have a disqualification, DHS will tell your employer or prospective employer only that you do not qualify. DHS will not tell your employer why you do not qualify, unless it is because you refused to cooperate with the BGS or because you were found to have seriously mistreated a minor or vulnerable adult.

DHS can also share information with the following:

- Minnesota Department of Employee and Economic Development
- Minnesota Department of Revenue
- U.S. Department of Health and Human Services and all other agencies named above

The information about you received in your application and as part of a BGS is classified as private data and, except for the agencies noted above, cannot be shared without your consent.



Minnesota Health Care Programs (MHCP)

Individual PCA Enrollment Application

Please complete this form online, print and then fax to MHCP. Complete at least all bolded fields to enroll an individual PCA. We will return incomplete forms to you.

- Radio buttons for New hire, Rehire, and Previously used for Managed Care Organization claims only.

Individual PCA Information

Form with fields: PROVIDER TYPE (38 - INDIVIDUAL), LEGAL NAME (FIRST), FULL MIDDLE, LAST, SOCIAL SECURITY NUMBER, ADDRESS, PHONE NUMBER, NPI/UMPI, CITY, STATE, ZIP CODE, COUNTY OF RESIDENCE, DATE OF BIRTH, INDIVIDUAL PCA TRAINING, IS THE INDIVIDUAL 18 YEARS OR OLDER?, BGS NUMBER/REQUEST ID.

Individual PCA Provider Statement

I have reviewed and certify the information provided above is true and correct to the best of my knowledge. I will notify the Minnesota Department of Human Services Provider Enrollment of any additions and/or changes to the information.

Form with fields: NAME OF PCA (PLEASE PRINT OR TYPE), SIGNATURE OF PCA, DATE SIGNED.

Group Affiliation Information

You have the option to affiliate/enroll the individual PCA named above, if 18 years or older, with other agencies you own without completing another application and agreement. Do you want to affiliate the above named individual PCA with any other agency(ies) you own? Yes No (If yes, enter information below.)

Table with 3 columns: ORGANIZATION/AGENCY NAME, AGENCY NPI/UMPI, STUDY ID.

Agency Information

Form with fields: AGENCY NAME (ABILITY CARE PARTNERS INC.), AGENCY NPI/UMPI (1629249826), AGENCY FAX NUMBER (612-395-5593), AGENCY PERSONNEL COMPLETING FORM (JOSHUA HOLLER), AGENCY SIGNATURE (Joshua D Holler).

Next Steps

Read, sign and date the Minnesota Health Care Programs Provider Agreement Individual Personal Care Assistant form (DHS-4611), and return it with this application.

Fax both the application and agreement to 651-431-7462. Only faxed requests will be processed.



Minnesota Health Care Programs

Provider Agreement – Individual Personal Care Assistant (PCA)

As a participating provider in health service programs administered by the Minnesota Department of Human Services (the Department), the Provider agrees to:

- A. Submit documentation to your employer that fully discloses the extent of services provided to individuals under these programs, in accordance with Minnesota Rules, parts 9505.2160 to 9505.2245.
B. Furnish the Department, the Secretary of the U.S. Department of Health and Human Services (DHHS), or the Minnesota Medicaid Fraud Control Unit with such information as it may request regarding payments claimed for services provided under these programs.
C. Comply with all federal and state statutes and rules relating to the delivery of services to individuals and to the submission of claims for such services.
D. Accept as payment in full, amounts paid in accordance with schedules established by the Department, except where payment by the recipient has been authorized by the Department.
E. Make full disclosure of any convictions(s) of program crimes as required by 42 CFR §455.106.
F. Comply with all federal statutes, implementing regulations and guidance prohibiting discrimination on the basis of race, color, national origin, sex, age, religion and disability in any program or activity receiving federal financial assistance from DHHS; and to comply with the Minnesota Human Rights Act.
G. Render to recipients services of the same scope and quality as would be provided to the general public, within Minnesota Health Care Programs (MHCP) guidelines.
H. Comply with the provisions of any fully executed agreement and/or addendum required by the Department, which is incorporated herein by reference.
I. Comply with the advance directive requirements as required by 42 CFR §§489.1 and 417.436.
J. Properly handle and safeguard protected information collected, created, used, maintained, or disclosed on behalf of the Department. For purposes of this Agreement, "protected information" means data subject to any of the following laws:
1. The Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13, in particular §13.46 ("welfare data");
2. The Minnesota Medical Records Act, Minn. Stat. §144.335;
3. The Health Insurance Portability and Accountability Act ("HIPAA"), including but not limited to the requirements of the Privacy Rule and the Security Regulations, 45 CFR Part 160 and Part 164, subparts A and E.
4. Federal law and regulations that govern the use and disclosure of substance abuse treatment records, 42 U.S.C.S. § 290dd-2 and 42 CFR § 2.1 to § 2.67; and
5. Any other applicable state and federal statutes, rules, and regulations affecting the collection, storage, use and dissemination of private or confidential information.

PROVIDER INITIALS

NAME OF PCA UMPI



K. Comply with the laws described in section J. This includes the Provider:

1. Not using or further disclosing protected information created, collected, received, stored, used, maintained or disseminated in the course or performance of this Agreement other than as necessary to perform its obligations under this Agreement, or as required by law, either during the period of this Agreement or hereafter. See, respectively, 45 C.F.R. §§ 164.502(b) and 164.514(d), and Minn. Stats. § 13.05 subd. 3.
2. Using appropriate administrative, physical, and technical safeguards to prevent use or disclosure of the protected information other than as provided for by this Agreement and to ensure the confidentiality, integrity, and availability of any electronic protected health information (PHI) that it creates, receives, maintains, or transmits on behalf of the Department. Provider will not transmit PHI over the Internet or any other unsecure or open communications channel unless such information is encrypted or otherwise safeguarded using procedures no less stringent than those described in 45 CFR § 164.312. If the Provider stores or maintains PHI in encrypted form, the provider shall, at the Department's request, promptly provide the Department with the key or keys to decrypt such information. The Provider shall not forward previously encrypted data to any other party, unless otherwise required by this Agreement.
3. Mitigating, to the extent practicable, any harmful effects known to the Provider of a use, disclosure, or breach of security with respect to protected information by the Provider in violation of this Agreement.

L. Agree that this Agreement may be immediately terminated at the discretion of the Department if it determines that the Provider has violated a material term of the Agreement, including but not limited to, non-compliance by the Provider with the HIPAA Privacy Rule and Security Standards. If termination is not feasible, the Department shall report the breach to the Secretary of DHHS.

Upon termination of this Agreement, all of the protected information provided by the Department to Provider, or created or received by the Provider on behalf of the Department, that the Provider still maintains in any form, including information that is in the hands of subcontractors or agents of the Provider, shall be destroyed or returned to the Department, and the Provider shall retain no copies of such information. If it is infeasible to return or destroy the information, the Provider shall provide the Department notification of the conditions that make return or destruction infeasible, and shall extend the protections of this Agreement to such information and limit further use and disclosure of such information to those purposes that make return or destruction infeasible, for as long as the Provider maintains the information.

M. Agree that any ambiguity in this Agreement shall be resolved to permit the Department to comply with HIPAA, MDGPA, and other applicable state and federal statutes, rules, and regulations affecting the collection, storage, use and dissemination of private or confidential information and other state and federal laws and regulations.

Upon signature, this Provider Agreement supersedes and replaces all former Provider Agreements the Provider has with the Department.

An individual applicant must personally sign the Provider Agreement. Please sign and date below, initial page 1, and return both page 1 and page 2 of this agreement. **Please retain a copy of the provider agreement for your files, and return the original to the Department of Human Services.**

NAME OF PCA (TYPE OR PRINT)	TITLE	
SIGNATURE OF PCA	DATE	
	__/__/__	

**Please return page 1 and page 2 of this document**

# Agreement Instructions

As a Non pay-to provider, you are providing health care services to individuals. We require your enrollment in the Minnesota Health Care Programs (MHCP) so that you are represented on the claim as the person who provided the services. Knowing that a qualified individual provided the service ensures the safety of the people that the Minnesota Department of Human Services serves. It also allows the Department to perform auditing and tracking of services which protects against double-billing and other types of fraud. Before enrollment is approved, MHCP must make certain that:

1. There is no legal or other reason why you shouldn't provide these services,
2. You understand what is necessary to properly provide these services, and
3. You understand the need to protect the privacy of the people you care for.

To help ensure that each of these conditions is met, MHCP requires that you agree to the terms in the attached Provider Agreement. In general, this agreement requires that you:

- A. Provide documents to your employer about the services you provide.
- B. Provide documents to MHCP or other state and federal agencies related to the services you provide, when requested.
- C. Comply with federal and state laws about the services you provide.
- D. Accept payment made to your employer as payment in full for the services you provide. You cannot ask for nor accept additional payment from the client.
- E. Disclose any criminal convictions you have related to Medicare, Medicaid, or title XX services.
- F. Not discriminate against individuals because of their race, color, national origin, sex, age, religion or disability when you provide these services.
- G. Provide the same quality of service to persons receiving public assistance as those who don't receive such assistance.
- H. If you are enrolled to provide and bill for other services, you must continue to follow the requirements of the agreement you signed when you enrolled for those services. The terms of that agreement are different than the terms in the attached agreement.
- I. Comply with federal requirements about advance directives. An advance directive is written instruction, such as a living will, to give a patient control over medical treatment decisions.
- J. Properly protect private information about the people to whom you provide services, especially their health information.
- K. Don't disclose the private information of someone for whom you provide services, unless it is needed for your work. This includes not discussing someone's private information unless your job requires it. Also, ensure that the information could not be accessed by someone who does not have permission to see it. This includes not leaving paperwork out where others can see it, and not sending private information over the internet.
- L. Understand that this agreement may be canceled if you violate its terms. If this agreement is canceled, you must properly dispose of any private information you have about the people you serve so that it is not discovered by someone who does not have permission to see it.
- M. Understand that by signing this agreement, you are agreeing to protect any private information you come in contact with in your job. When you protect private information, you are complying with federal and state laws, and you help the Department comply with these laws, as well.

This is a basic description of the terms of this agreement. By signing this agreement, you are agreeing to be legally bound by all of its terms. If you have questions about it, you should get answers to them before signing this agreement. If you need or want legal advice, you should contact your own attorney. For more information, please call (651) 431-2700.



# Employment Eligibility Verification

Department of Homeland Security  
U.S. Citizenship and Immigration Services

USCIS  
Form I-9  
OMB No. 1615-0047  
Expires 03/31/2016

▶ **START HERE.** Read instructions carefully before completing this form. The instructions must be available during completion of this form.

**ANTI-DISCRIMINATION NOTICE:** It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) they will accept from an employee. The refusal to hire an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

**Section 1. Employee Information and Attestation** (*Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.*)

Last Name ( <i>Family Name</i> )		First Name ( <i>Given Name</i> )		Middle Initial	Other Names Used ( <i>if any</i> )	
Address ( <i>Street Number and Name</i> )			Apt. Number	City or Town		State ▼
Date of Birth ( <i>mm/dd/yyyy</i> )	U.S. Social Security Number [ ][ ]-[ ][ ]-[ ][ ][ ][ ]	E-mail Address			Telephone Number	

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following):

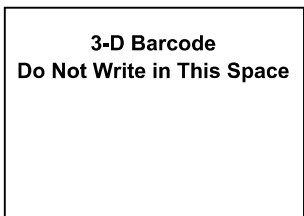
- A citizen of the United States
- A noncitizen national of the United States (*See instructions*)
- A lawful permanent resident (Alien Registration Number/USCIS Number): \_\_\_\_\_
- An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy) \_\_\_\_\_. Some aliens may write "N/A" in this field. (*See instructions*)

For aliens authorized to work, provide your Alien Registration Number/USCIS Number **OR** Form I-94 Admission Number:

1. Alien Registration Number/USCIS Number: \_\_\_\_\_

**OR**

2. Form I-94 Admission Number: \_\_\_\_\_



If you obtained your admission number from CBP in connection with your arrival in the United States, include the following:

Foreign Passport Number: \_\_\_\_\_

Country of Issuance: \_\_\_\_\_

Some aliens may write "N/A" on the Foreign Passport Number and Country of Issuance fields. (*See instructions*)

Signature of Employee:	Date ( <i>mm/dd/yyyy</i> ):
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**Preparer and/or Translator Certification** (*To be completed and signed if Section 1 is prepared by a person other than the employee.*)

I attest, under penalty of perjury, that I have assisted in the completion of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator:		Date ( <i>mm/dd/yyyy</i> ):	
Last Name ( <i>Family Name</i> )		First Name ( <i>Given Name</i> )	
Address ( <i>Street Number and Name</i> )		City or Town	State ▼
		Zip Code	



*Employer Completes Next Page*



## Section 2. Employer or Authorized Representative Review and Verification

(Employers or their authorized representative must complete and sign Section 2 within 3 business days of the employee's first day of employment. You must physically examine one document from List A OR examine a combination of one document from List B and one document from List C as listed on the "Lists of Acceptable Documents" on the next page of this form. For each document you review, record the following information: document title, issuing authority, document number, and expiration date, if any.)

Employee Last Name, First Name and Middle Initial from Section 1:

List A Identity and Employment Authorization	OR	List B Identity	AND	List C Employment Authorization
Document Title:		Document Title:		Document Title:
Issuing Authority:		Issuing Authority:		Issuing Authority:
Document Number:		Document Number:		Document Number:
Expiration Date (if any)(mm/dd/yyyy):		Expiration Date (if any)(mm/dd/yyyy):		Expiration Date (if any)(mm/dd/yyyy):
Document Title:		<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: auto;"> <p><b>3-D Barcode</b> Do Not Write in This Space</p> </div>		
Issuing Authority:				
Document Number:				
Expiration Date (if any)(mm/dd/yyyy):				
Document Title:				
Issuing Authority:				
Document Number:				
Expiration Date (if any)(mm/dd/yyyy):				
Document Title:				
Issuing Authority:				
Document Number:				
Expiration Date (if any)(mm/dd/yyyy):				

## Certification

I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.

The employee's first day of employment (mm/dd/yyyy): \_\_\_\_\_ (See instructions for exemptions.)

Signature of Employer or Authorized Representative		Date (mm/dd/yyyy)	Title of Employer or Authorized Representative CLIENT DIRECT SUPERVISOR	
Last Name (Family Name)		First Name (Given Name)	Employer's Business or Organization Name ABILITY CARE PARTNERS INC.	
Employer's Business or Organization Address (Street Number and Name) 5701 KENTUCKY AVE N #119		City or Town MINNEAPOLIS	State MN <input type="checkbox"/>	Zip Code 55428

## Section 3. Reverification and Rehires (To be completed and signed by employer or authorized representative.)

A. New Name (if applicable) Last Name (Family Name) First Name (Given Name)		Middle Initial	B. Date of Rehire (if applicable) (mm/dd/yyyy):
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C. If employee's previous grant of employment authorization has expired, provide the information for the document from List A or List C the employee presented that establishes current employment authorization in the space provided below.

Document Title:	Document Number:	Expiration Date (if any)(mm/dd/yyyy):
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I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

Signature of Employer or Authorized Representative:	Date (mm/dd/yyyy):	Print Name of Employer or Authorized Representative:
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## LISTS OF ACCEPTABLE DOCUMENTS

### All documents must be UNEXPIRED

Employees may present one selection from List A  
or a combination of one selection from List B and one selection from List C.

LIST A Documents that Establish Both Identity and Employment Authorization	OR	LIST B Documents that Establish Identity	AND	LIST C Documents that Establish Employment Authorization
<ol style="list-style-type: none"> <li>1. U.S. Passport or U.S. Passport Card</li> </ol>		<ol style="list-style-type: none"> <li>1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address</li> </ol>		<ol style="list-style-type: none"> <li>1. A Social Security Account Number card, unless the card includes one of the following restrictions:                             <ol style="list-style-type: none"> <li>(1) NOT VALID FOR EMPLOYMENT</li> <li>(2) VALID FOR WORK ONLY WITH INS AUTHORIZATION</li> <li>(3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION</li> </ol> </li> </ol>
<ol style="list-style-type: none"> <li>2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)</li> </ol>		<ol style="list-style-type: none"> <li>2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address</li> </ol>		<ol style="list-style-type: none"> <li>2. Certification of Birth Abroad issued by the Department of State (Form FS-545)</li> </ol>
<ol style="list-style-type: none"> <li>3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa</li> </ol>		<ol style="list-style-type: none"> <li>3. School ID card with a photograph</li> </ol>		<ol style="list-style-type: none"> <li>3. Certification of Report of Birth issued by the Department of State (Form DS-1350)</li> </ol>
<ol style="list-style-type: none"> <li>4. Employment Authorization Document that contains a photograph (Form I-766)</li> </ol>		<ol style="list-style-type: none"> <li>4. Voter's registration card</li> </ol>		<ol style="list-style-type: none"> <li>4. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal</li> </ol>
<ol style="list-style-type: none"> <li>5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status:                             <ol style="list-style-type: none"> <li>a. Foreign passport; and</li> <li>b. Form I-94 or Form I-94A that has the following:                                     <ol style="list-style-type: none"> <li>(1) The same name as the passport; and</li> <li>(2) An endorsement of the alien's nonimmigrant status as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.</li> </ol> </li> </ol> </li> </ol>		<ol style="list-style-type: none"> <li>5. U.S. Military card or draft record</li> </ol>		<ol style="list-style-type: none"> <li>5. Native American tribal document</li> </ol>
<ol style="list-style-type: none"> <li>6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI</li> </ol>		<ol style="list-style-type: none"> <li>6. Military dependent's ID card</li> </ol>		<ol style="list-style-type: none"> <li>6. U.S. Citizen ID Card (Form I-197)</li> </ol>
		<p><b>For persons under age 18 who are unable to present a document listed above:</b></p>		<ol style="list-style-type: none"> <li>7. Identification Card for Use of Resident Citizen in the United States (Form I-179)</li> </ol>
		<ol style="list-style-type: none"> <li>7. U.S. Coast Guard Merchant Mariner Card</li> </ol>		<ol style="list-style-type: none"> <li>8. Employment authorization document issued by the Department of Homeland Security</li> </ol>
		<ol style="list-style-type: none"> <li>8. Native American tribal document</li> </ol>		
		<ol style="list-style-type: none"> <li>9. Driver's license issued by a Canadian government authority</li> </ol>		
		<ol style="list-style-type: none"> <li>10. School record or report card</li> </ol>		
		<ol style="list-style-type: none"> <li>11. Clinic, doctor, or hospital record</li> </ol>		
		<ol style="list-style-type: none"> <li>12. Day-care or nursery school record</li> </ol>		

**Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274).**

**Refer to Section 2 of the instructions, titled "Employer or Authorized Representative Review and Verification," for more information about acceptable receipts.**

# Form W-4 (2016)

**Purpose.** Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

**Exemption from withholding.** If you are exempt, complete **only** lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2016 expires February 15, 2017. See Pub. 505, Tax Withholding and Estimated Tax.

**Note:** If another person can claim you as a dependent on his or her tax return, you cannot claim exemption from withholding if your income exceeds \$1,050 and includes more than \$350 of unearned income (for example, interest and dividends).

**Exceptions.** An employee may be able to claim exemption from withholding even if the employee is a dependent, if the employee:

- Is age 65 or older,
- Is blind, or
- Will claim adjustments to income; tax credits; or itemized deductions, on his or her tax return.

The exceptions do not apply to supplemental wages greater than \$1,000,000.

**Basic instructions.** If you are not exempt, complete the **Personal Allowances Worksheet** below. The worksheets on page 2 further adjust your withholding allowances based on itemized deductions, certain credits, adjustments to income, or two-earners/multiple jobs situations.

Complete all worksheets that apply. However, you may claim fewer (or zero) allowances. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

**Head of household.** Generally, you can claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals. See Pub. 501, Exemptions, Standard Deduction, and Filing Information, for information.

**Tax credits.** You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the **Personal Allowances Worksheet** below. See Pub. 505 for information on converting your other credits into withholding allowances.

**Nonwage income.** If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you may owe additional tax. If you have pension or annuity income, see Pub. 505 to find out if you should adjust your withholding on Form W-4 or W-4P.

**Two earners or multiple jobs.** If you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others. See Pub. 505 for details.

**Nonresident alien.** If you are a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

**Check your withholding.** After your Form W-4 takes effect, use Pub. 505 to see how the amount you are having withheld compares to your projected total tax for 2016. See Pub. 505, especially if your earnings exceed \$130,000 (Single) or \$180,000 (Married).

**Future developments.** Information about any future developments affecting Form W-4 (such as legislation enacted after we release it) will be posted at [www.irs.gov/w4](http://www.irs.gov/w4).

## Personal Allowances Worksheet (Keep for your records.)

<b>A</b>	Enter "1" for <b>yourself</b> if no one else can claim you as a dependent . . . . .	<b>A</b>	<u>      </u>
<b>B</b>	Enter "1" if: <span style="font-size: 2em; vertical-align: middle;">{</span> <ul style="list-style-type: none"> <li>• You are single and have only one job; or</li> <li>• You are married, have only one job, and your spouse does not work; or</li> <li>• Your wages from a second job or your spouse's wages (or the total of both) are \$1,500 or less.</li> </ul> <span style="font-size: 2em; vertical-align: middle;">}</span> . . . . .	<b>B</b>	<u>      </u>
<b>C</b>	Enter "1" for your <b>spouse</b> . But, you may choose to enter "-0-" if you are married and have either a working spouse or more than one job. (Entering "-0-" may help you avoid having too little tax withheld.) . . . . .	<b>C</b>	<u>      </u>
<b>D</b>	Enter number of <b>dependents</b> (other than your spouse or yourself) you will claim on your tax return . . . . .	<b>D</b>	<u>      </u>
<b>E</b>	Enter "1" if you will file as <b>head of household</b> on your tax return (see conditions under <b>Head of household</b> above) . . . . .	<b>E</b>	<u>      </u>
<b>F</b>	Enter "1" if you have at least \$2,000 of <b>child or dependent care expenses</b> for which you plan to claim a credit . . . . . ( <b>Note:</b> Do <b>not</b> include child support payments. See Pub. 503, Child and Dependent Care Expenses, for details.)	<b>F</b>	<u>      </u>
<b>G</b>	<b>Child Tax Credit</b> (including additional child tax credit). See Pub. 972, Child Tax Credit, for more information. • If your total income will be less than \$70,000 (\$100,000 if married), enter "2" for each eligible child; then <b>less</b> "1" if you have two to four eligible children or <b>less</b> "2" if you have five or more eligible children. • If your total income will be between \$70,000 and \$84,000 (\$100,000 and \$119,000 if married), enter "1" for each eligible child . . . . .	<b>G</b>	<u>      </u>
<b>H</b>	Add lines A through G and enter total here. ( <b>Note:</b> This may be different from the number of exemptions you claim on your tax return.) ▶	<b>H</b>	<u>      </u>
	For accuracy, <b>complete all worksheets that apply.</b> <span style="font-size: 2em; vertical-align: middle;">{</span> <ul style="list-style-type: none"> <li>• If you plan to <b>itemize</b> or <b>claim adjustments to income</b> and want to reduce your withholding, see the <b>Deductions and Adjustments Worksheet</b> on page 2.</li> <li>• If you are <b>single and have more than one job</b> or are <b>married and you and your spouse both work</b> and the combined earnings from all jobs exceed \$50,000 (\$20,000 if married), see the <b>Two-Earners/Multiple Jobs Worksheet</b> on page 2 to avoid having too little tax withheld.</li> <li>• If <b>neither</b> of the above situations applies, <b>stop here</b> and enter the number from line H on line 5 of Form W-4 below.</li> </ul> <span style="font-size: 2em; vertical-align: middle;">}</span>		

----- Separate here and give Form W-4 to your employer. Keep the top part for your records. -----

Form <b>W-4</b> Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Employee's Withholding Allowance Certificate</h2> <p style="margin: 0;">▶ <b>Whether you are entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.</b></p>	OMB No. 1545-0074  <div style="font-size: 2em; font-weight: bold; text-align: center;">2016</div>
1 Your first name and middle initial <span style="float: right;">Last name</span>		2 Your social security number
Home address (number and street or rural route)		3 <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married, but withhold at higher Single rate. <b>Note:</b> If married, but legally separated, or spouse is a nonresident alien, check the "Single" box.
City or town, state, and ZIP code		4 If your last name differs from that shown on your social security card, check here. You must call 1-800-772-1213 for a replacement card. ▶ <input type="checkbox"/>
5 Total number of allowances you are claiming (from line H above or from the applicable worksheet on page 2)		5 <u>      </u>
6 Additional amount, if any, you want withheld from each paycheck . . . . .		6 \$ <u>      </u>
7 I claim exemption from withholding for 2016, and I certify that I meet <b>both</b> of the following conditions for exemption. • Last year I had a right to a refund of <b>all</b> federal income tax withheld because I had <b>no</b> tax liability, <b>and</b> • This year I expect a refund of <b>all</b> federal income tax withheld because I expect to have <b>no</b> tax liability. If you meet both conditions, write "Exempt" here . . . . . ▶		7 <u>      </u>
Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, it is true, correct, and complete.		
<b>Employee's signature</b> (This form is not valid unless you sign it.) ▶		<b>Date</b> ▶
8 Employer's name and address (Employer: Complete lines 8 and 10 only if sending to the IRS.) <b>ABILITY CARE PARTNERS INC. 5701 KENTUCKY AVE N #119, CRYSTAL, MN 55428</b>		9 Office code (optional) <span style="float: right;">10 Employer identification number (EIN)</span>

### Deductions and Adjustments Worksheet

**Note:** Use this worksheet *only* if you plan to itemize deductions or claim certain credits or adjustments to income.

<b>1</b>	Enter an estimate of your 2016 itemized deductions. These include qualifying home mortgage interest, charitable contributions, state and local taxes, medical expenses in excess of 10% (7.5% if either you or your spouse was born before January 2, 1952) of your income, and miscellaneous deductions. For 2016, you may have to reduce your itemized deductions if your income is over \$311,300 and you are married filing jointly or are a qualifying widow(er); \$285,350 if you are head of household; \$259,400 if you are single and not head of household or a qualifying widow(er); or \$155,650 if you are married filing separately. See Pub. 505 for details . . . . .	<b>1</b>	\$ _____
<b>2</b>	Enter: $\left\{ \begin{array}{l} \$12,600 \text{ if married filing jointly or qualifying widow(er)} \\ \$9,300 \text{ if head of household} \\ \$6,300 \text{ if single or married filing separately} \end{array} \right\}$ . . . . .	<b>2</b>	\$ _____
<b>3</b>	<b>Subtract</b> line 2 from line 1. If zero or less, enter “-0-” . . . . .	<b>3</b>	\$ _____
<b>4</b>	Enter an estimate of your 2016 adjustments to income and any additional standard deduction (see Pub. 505)	<b>4</b>	\$ _____
<b>5</b>	<b>Add</b> lines 3 and 4 and enter the total. (Include any amount for credits from the <i>Converting Credits to Withholding Allowances for 2016 Form W-4</i> worksheet in Pub. 505.) . . . . .	<b>5</b>	\$ _____
<b>6</b>	Enter an estimate of your 2016 nonwage income (such as dividends or interest) . . . . .	<b>6</b>	\$ _____
<b>7</b>	<b>Subtract</b> line 6 from line 5. If zero or less, enter “-0-” . . . . .	<b>7</b>	\$ _____
<b>8</b>	<b>Divide</b> the amount on line 7 by \$4,050 and enter the result here. Drop any fraction . . . . .	<b>8</b>	_____
<b>9</b>	Enter the number from the <b>Personal Allowances Worksheet</b> , line H, page 1 . . . . .	<b>9</b>	_____
<b>10</b>	<b>Add</b> lines 8 and 9 and enter the total here. If you plan to use the <b>Two-Earners/Multiple Jobs Worksheet</b> , also enter this total on line 1 below. Otherwise, <b>stop here</b> and enter this total on Form W-4, line 5, page 1 . . . . .	<b>10</b>	_____

### Two-Earners/Multiple Jobs Worksheet (See *Two earners or multiple jobs* on page 1.)

**Note:** Use this worksheet *only* if the instructions under line H on page 1 direct you here.

<b>1</b>	Enter the number from line H, page 1 (or from line 10 above if you used the <b>Deductions and Adjustments Worksheet</b> )	<b>1</b>	_____
<b>2</b>	Find the number in <b>Table 1</b> below that applies to the <b>LOWEST</b> paying job and enter it here. <b>However</b> , if you are married filing jointly and wages from the highest paying job are \$65,000 or less, do not enter more than “3” . . . . .	<b>2</b>	_____
<b>3</b>	If line 1 is <b>more than or equal to</b> line 2, subtract line 2 from line 1. Enter the result here (if zero, enter “-0-”) and on Form W-4, line 5, page 1. <b>Do not</b> use the rest of this worksheet . . . . .	<b>3</b>	_____
<b>Note:</b> If line 1 is <b>less than</b> line 2, enter “-0-” on Form W-4, line 5, page 1. Complete lines 4 through 9 below to figure the additional withholding amount necessary to avoid a year-end tax bill.			
<b>4</b>	Enter the number from line 2 of this worksheet . . . . .	<b>4</b>	_____
<b>5</b>	Enter the number from line 1 of this worksheet . . . . .	<b>5</b>	_____
<b>6</b>	<b>Subtract</b> line 5 from line 4 . . . . .	<b>6</b>	_____
<b>7</b>	Find the amount in <b>Table 2</b> below that applies to the <b>HIGHEST</b> paying job and enter it here . . . . .	<b>7</b>	\$ _____
<b>8</b>	<b>Multiply</b> line 7 by line 6 and enter the result here. This is the additional annual withholding needed . . . . .	<b>8</b>	\$ _____
<b>9</b>	Divide line 8 by the number of pay periods remaining in 2016. For example, divide by 25 if you are paid every two weeks and you complete this form on a date in January when there are 25 pay periods remaining in 2016. Enter the result here and on Form W-4, line 6, page 1. This is the additional amount to be withheld from each paycheck . . . . .	<b>9</b>	\$ _____

**Table 1**

**Table 2**

Married Filing Jointly		All Others		Married Filing Jointly		All Others	
If wages from <b>LOWEST</b> paying job are—	Enter on line 2 above	If wages from <b>LOWEST</b> paying job are—	Enter on line 2 above	If wages from <b>HIGHEST</b> paying job are—	Enter on line 7 above	If wages from <b>HIGHEST</b> paying job are—	Enter on line 7 above
\$0 - \$6,000	0	\$0 - \$9,000	0	\$0 - \$75,000	\$610	\$0 - \$38,000	\$610
6,001 - 14,000	1	9,001 - 17,000	1	75,001 - 135,000	1,010	38,001 - 85,000	1,010
14,001 - 25,000	2	17,001 - 26,000	2	135,001 - 205,000	1,130	85,001 - 185,000	1,130
25,001 - 27,000	3	26,001 - 34,000	3	205,001 - 360,000	1,340	185,001 - 400,000	1,340
27,001 - 35,000	4	34,001 - 44,000	4	360,001 - 405,000	1,420	400,001 and over	1,600
35,001 - 44,000	5	44,001 - 75,000	5	405,001 and over	1,600		
44,001 - 55,000	6	75,001 - 85,000	6				
55,001 - 65,000	7	85,001 - 110,000	7				
65,001 - 75,000	8	110,001 - 125,000	8				
75,001 - 80,000	9	125,001 - 140,000	9				
80,001 - 100,000	10	140,001 and over	10				
100,001 - 115,000	11						
115,001 - 130,000	12						
130,001 - 140,000	13						
140,001 - 150,000	14						
150,001 and over	15						

**Privacy Act and Paperwork Reduction Act Notice.** We ask for the information on this form to carry out the Internal Revenue laws of the United States. Internal Revenue Code sections 3402(f)(2) and 6109 and their regulations require you to provide this information; your employer uses it to determine your federal income tax withholding. Failure to provide a properly completed form will result in your being treated as a single person who claims no withholding allowances; providing fraudulent information may subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation; to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws; and to the Department of Health and Human Services for use in the National Directory of New Hires. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For estimated averages, see the instructions for your income tax return.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.

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## PCA Agency Disclosure & Release

Ability Care Partners employees are required to disclose the names of any other PCA agencies they currently work for and authorize the company to contact them regarding your hours worked. **PCAs cannot work more than 275 hours per month. If you work for multiple consumers/agencies your combined totals cannot exceed this limit.** (Minn. Stat. Chapter 245A, Minn. Stat. §252A.02, subd. 3a, Minn. Stat. §256B.0659, subd. 11)

**It is the PCAs responsibility to:**

1. Monitor and record their number of hours worked (monthly combined totals with all consumers/agencies).
2. Notify their consumer(s) and *ACP* regarding total hours worked each week with all consumers/agencies.
3. 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.
4. Return any received wages for hours worked that exceeded the limits mentioned above, as the hours are not authorized and thus are ineligible to accept wages for.

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

**Initial below:**

\_\_\_\_\_ **I am NOT currently working as a PCA for any other agencies.** I agree to inform my consumer and Ability Care Partners if I am employed as a PCA for any other consumers or agencies in the future and I will complete a new copy of this disclosure at that time.

\_\_\_\_\_ **I AM currently working as a PCA for another agency which I have listed below.** I authorize Ability Care Partners and my employer listed below to communicate with each other and share pertinent information regarding my work schedule, daily/weekly/monthly total hours worked and share copies of my timesheets when necessary. I also agree to inform my consumers and Ability Care Partners if I am employed as a PCA for any other consumers or agencies in the future and I will complete a copy of this disclosure for each agency at that time.

Agency Name: \_\_\_\_\_

Supervisor Name: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Number of Consumers/Clients currently working with: \_\_\_\_\_

Average Weekly Total Hours: \_\_\_\_\_ Average Monthly Total Hours: \_\_\_\_\_

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

\_\_\_\_\_  
**Date**



**PCA EMPLOYMENT AGREEMENT**

This agreement is entered into effective on \_\_\_\_/\_\_\_\_/\_\_\_\_ by and between the following:

The parties entering this agreement are hereby identified as; **Ability Care Partners Inc.**, an enrolled PCA Choice Provider with the state of Minnesota, hereby referred to as "Ability Care Partners" or "ACP";

"Consumer" \_\_\_\_\_, and;  
(First Name) (Last Name)

"Responsible Party" \_\_\_\_\_, and;  
*\*If applicable* (First Name) (Last Name)

"Personal Care Assistant (PCA)" \_\_\_\_\_, and;  
(First Name) (Last Name)

We enter into this employment 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 by finding staff or supports that ensure my needs are met.
2. Develop and maintain a care plan with the QP that details my cares and health/safety needs based on my physician's orders and the public health nurse assessment.
3. Recruit, interview, hire and provide training for my own PCA staff.
4. Review, sign and submit the employment application for my PCAs to *ACP*. I will verify the PCA's employment eligibility on form I-9 by reviewing their "acceptable documents" (i.e. ID, SSN, Passport, Work Authorization)
5. Not allow my PCA to work any shifts until they have passed a criminal background check, facilitated by *ACP* to ensure they have no prior criminal record that disqualifies them from being employed as a PCA. *ACP will notify the consumer with the date the PCA is officially eligible to start working. No exceptions.*
6. As a joint employer with *ACP*, sign a written agreement with each of my PCAs before I receive their services.
7. Schedule my PCA staff to meet the needs specified in my care plan and develop a Back-up Support Plan that I will follow in case a regularly scheduled PCA is unable to fulfill their duties as scheduled.
8. Provide information, orientation and training to my PCA staff including safety and emergency procedures in their applicable service/working environment.
9. Provide and maintain my emergency contact information and any Health Care 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.
10. **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. *ACP* will provide "Service Hours Used" reports upon request.**
11. **Communicate with my PCA about their total hours worked with ALL PCA agencies, to ensure they do not go over the 275 hour per month rule.**
12. Abide by Department of Labor regulations and *ACP* policies regarding overtime.
13. Monitor, ensure accuracy, and verify time worked by my PCAs.
14. Submit complete and accurate timesheets to *ACP* as outlined in the company policies and procedures.
15. Notify *ACP* of my in-patient treatment or hospitalization dates throughout our service agreement.

16. Notify the county public health nurse, waiver caseworker or other 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.
17. 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.
18. Comply with company policies and procedures and make sure all of my PCAs receive any updated policies.

### **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.
2. As a joint employer with the consumer (or RP), enter into a written agreement with each PCA before services are provided to the consumer.
3. Process a DHS criminal background study through the BCA for all PCA and QP applicants.
4. Submit billing to DHS / MA or other applicable health insurance plan for PCA services rendered.
5. Pay the PCAs at the rate specified in the "PCA Wage Statement".
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, worker's 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 PCA provider services in each consumer's "PCA Service Rate Agreement"
11. Ensure arm's length transactions without undue influence or coercion with the consumer, PCA or qualified professional.

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

As a PCA employed by the consumer and *ACP*, I agree with the following statements and responsibilities:

1. **I have completed and passed the required Individualized Personal Care Assistant Training** offered through the MN –DHS. I will send *ACP* a copy of my certificate of completion before working as a PCA.
2. I am not a recipient of PCA services myself.
3. I am not the: responsible party of the consumer; spouse of the consumer, paid guardian of the consumer, parent or step parent of a minor child consumer (under 18 years old)
4. I will enter into a written agreement with the consumer and *ACP*, as joint employers.
5. I understand and agree that 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.
6. I will 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.
7. **I must complete and pass a MN-DHS Criminal Background Study submitted through *ACP* (a requirement of eligibility to be a PCA), before working any shifts and submitting a timesheet for payroll.**
8. Until *ACP* notifies me (or the consumer) with my official start date, I understand I CANNOT report to work for the consumer under any circumstances. No exceptions.
9. I will obtain and maintain an active Individual PCA Provider ID (UMPI) number from MN-DHS. I agree to complete and submit updated PCA Enrollment forms to *ACP* any time my personal information changes (legal name, residential address, phone #, etc.)
10. I will obtain training from the consumer, RP or QP to ensure I can satisfactorily perform all responsibilities in the consumer's care plan. I agree to communicate with the consumer (or RP) directly, regarding any safety, health or training concerns.
11. **I agree to review the consumer's care plan and emergency procedures to orient myself to their care needs and only provide cares specified in this plan.**
12. I will provide and maintain my personal emergency contact information to the consumer (or RP).

13. I must work at scheduled times as determined by the consumer (or RP), notifying them of changes as early as possible to enact their Back-Up Staff Plan.
14. I will provide personal care services to the consumer as specified in their care plan, following written and verbal directions from the consumer (or RP).
15. I will inform the consumer about all visible bodily changes that may need medical attention.
16. I will not violate the Home Care Bill of Rights, Maltreatment of Vulnerable Adults Act, Maltreatment of Minors Act, nor engage in any other unsafe acts or illegal conduct including PCA service fraud. I understand I am a Mandated Reporter of any abuse or neglect and will report it to *ACP* and the applicable county's Common Entry Point. *(See Policies & Procedures)*
17. I will focus on job related activities, maintain respect for professional boundaries, perform duties in an ethical matter while preserving and respecting the rights and dignity of the consumer.
18. I will keep the consumer's personal life as confidential, respect their personal property and adhere to *ACP* data privacy policies.
19. I agree to not bring any children or friends to work and that I will not provide care to *anyone* other than the consumer.
20. I agree to be present when working with the consumer in their service environment, and leave only when the shift is completed.
21. I understand and will 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.
22. I am required to accurately document time worked for consumer by promptly completing and signing time sheets. I will complete my time entry and initial cares provided on the agency timesheet after each shift.
23. I will communicate with the consumer to ensure submission of my timesheet to *ACP* by the company deadline and follow policies and procedures for completing timesheets. I may also elect to submit my own timesheet (completed and signed by all parties) to *ACP* by notifying them of my request in writing.
24. **I understand that the consumer's Medical Assistance (MA) funding pays for their PCA services and that if the consumer becomes ineligible for MA, all PCA services and my employment will be suspended until the consumer is eligible again.** *ACP* will notify the consumer of any lapses in MA eligibility and the consumer will notify me.
25. **I understand that MN-DHS issues a Service Authorization (SA) that determines the dates and amount of PCA hours the consumer receives. If the SA ends or is exhausted early (run out of hours), PCA services and my employment will be suspended effective on the date of ineligibility or exhaustion of hours and I will not be allowed to work as a result of this.** The consumer will be notified by *ACP* staff and the consumer will notify me that services have stopped. No timesheets shall be submitted until services are re-authorized and *ACP* informs the consumer that my employment has been re-instated.
26. I understand that I cannot submit timesheets for any PCA services when the consumer is receiving any type of in-patient treatment, in-patient hospitalization or nursing home services.
27. **I agree to notify *ACP* in writing when I work for another PCA agency.**
28. **I agree to monitor my total hours worked with all agencies/consumers actively I am employed with.**
29. **I fully understand that PCAs cannot work more than 275 hours per month. If working for multiple consumers or agencies I understand my combined totals cannot exceed these limits.** If I am found to have violated this policy, I will be required to return wages paid or have future wages garnished due to exceeding the 275 hour rule.
30. **I understand and agree that *ACP* reserves the right to collect (take-back) wages of any PCA due to ineligibility, erroneous payment or overpayment.** This includes: PCA being over 275 hours per month, consumer being out of service hours authorized, consumer not being eligible for services, PCA disqualifications, non-covered cares, fraudulent activity, payroll error or over-payment (regardless of who is at fault for the error).

- 31. **I agree that ACP can take-back wages deemed ineligible, erroneous or over-paid, and will notify me in writing of the ineligible service hours or over-payment amount to be collected. The first method of collection is withholding from the PCAs next payroll payment.** If the next payroll amount is insufficient to cover the outstanding balance due, ACP will continue to withhold from the next payroll(s). If the PCAs employment is interrupted or discontinued, an invoice will be mailed to them with repayment instructions. Any non-repayment over 60 days past due will accrue interest charges (the maximum allowed by law) and may result in suspension, termination, civil lawsuit and reporting to a collections agency.
- 32. **I will report any service/work related injuries or accidents to the consumer (or responsible party) AND ACP within 24 hours of the incident,** as outlined in the company policies and procedures.
- 33. I agree that when necessary or requested, I will meet with the Qualified Professional (QP) within a maximum of 14 calendar days from the date the QP requested or be subject to suspension until the meeting is conducted.
- 34. **I agree that if my employment is resigned by myself or that if I am terminated, I will submit my fully completed timesheet to ACP and will be paid at the next scheduled payroll date.**
- 35. I will update ACP staff anytime my status changes (legal name, address, phone #, tax exemptions, etc.).
- 36. **I have read, understood and will 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 the consumer first. 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 Coordinator and file a Grievance Report (available on our web site). ACP is committed to providing a timely response to concerns brought forward. Our formal grievance procedures are outlined in the company policies and procedures.

**Regulatory Compliance**

All parties are responsible for complying with all rules and regulations related to the PCA Choice program, including but not limited to: Maltreatment of Vulnerable Adults Act, Maltreatment of Minors Act, Data Privacy, HIPAA, MN-DHS PCA Program Regulations and Department of Labor Laws.

**Cancellation and Amendments**

PCAs may resign their employment with the consumer and Ability Care Partners 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. If the PCA elects to resign, they agree to provide a minimum two weeks written notice to be eligible for future rehire with ACP. Any party may choose to cancel or amend this agreement in writing at any time.

Signed \_\_\_\_\_  
**Consumer (or Responsible Party)** \_\_\_\_\_  
**Date**

Signed \_\_\_\_\_  
**Personal Care Assistant (PCA)** \_\_\_\_\_  
**Date**

Signed \_\_\_\_\_  
**Provider (Ability Care Partners Inc.)** \_\_\_\_\_  
**Date**

## **PCA Wage Statement**

Ability Care Partners offers a fair and competitive 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:** Effective 8/01/10, "wages and benefits" means wages and salaries, the employer's share of FICA taxes, Medicare taxes, state and federal unemployment taxes, workers' compensation, mileage reimbursement, health and dental insurance, life insurance, disability insurance, long-term care insurance, uniform allowance and contributions to employee retirement accounts. This provides clarification on what is included in the 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).

**PCA Starting Wage Structure (Effective January 1, 2015)** - For individuals with:

- No prior work experience in health care - \$11.00 / hour.
- Prior health care work experience and/or documented training - \$11.75 / hour.
- Any PCA's who want to be eligible to work over-time (only allowed with written authorization from ACP) - \$11.00 / hour.

**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.

**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.

**PCA First Name:** \_\_\_\_\_ **Last Name:** \_\_\_\_\_

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

**Hourly Rate for Personal Care Assistant named above:** \$ \_\_\_\_\_

Rate remains in effect until further notice and supersede any previously published rates.

### **Benefits and Rates for PCAs**

ACP does not offer any benefits at this time. ACP does not pay for health/dental insurance, vacation time, sick time, paid time off or any other employee benefits. If required by the government, ACP will allow eligible employees to use pre-tax dollars to be applied for employee paid health plan benefits.

X  
\_\_\_\_\_  
**Consumer (or Responsible Party) Signature**

\_\_\_\_\_  
**Date**

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

\_\_\_\_\_  
**Date**

X  
\_\_\_\_\_  
**Provider (Ability Care Partners) Signature**

\_\_\_\_\_  
**Date**

## **Payroll Information**

All employees must register for our direct deposit payroll which is provided by Paychex. Please complete the **Paychex Direct Deposit Enrollment/Change Form** (enclosed). We no longer offer paper payroll checks.

Complete the form with your bank account information and required account number documentation (voided check or bank letter) and send it to us by fax or email.

If you do not have a bank account, you will be required to setup direct deposit to a reloadable debit card. You can obtain these at most major retailers such as Walgreens, Walmart, CVS, Target, etc. If you would like to order a reloadable card from our payroll provider, there is a **Skylight PayOptions Program** brochure on our web site.

Once you have registered for a reloadable debit card, you will need to login to the debit card web site and print a direct deposit form to fax or email this to us.

If you have any questions or concerns in completing the forms, contact us via email or telephone.

## **Online Paystubs via Paychex Flex**

**Effective July 1, 2015 all employees will be able to access their paystubs online 24/7 via computer or smartphone** through the <https://myapps.paychex.com> web site and the **Paychex Flex app** (iOS & Android). Instructions will be published on our company web site. Overall the registration to access the paystubs is very easy and takes only a few minutes by simply registering your personal information to create a Paychex Flex user account (you must register on their web site before using the phone/tablet apps). If you need a copy of your paystub and do not have internet access, please contact us to make arrangements to get copies. **Beginning with the August 14<sup>th</sup>, 2015 payroll we will no longer mail paystubs.**

## **Employee Benefits & Paid Time-Off**

- 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). PCA Choice employees will earn 1 hour of PTO for every 52 hours worked. Once an employee has worked 600 hours (after July 1, 2015) they will be eligible to redeem PTO pay by submitting a PTO Request Form to their Consumer for advance approval and eventual processing on the applicable payroll. ***Employees cannot take PTO without approval of their Consumer.***
- B. **Health & Dental Insurance** - ACP currently does not pay for health/dental insurance. If required by the government, ACP will allow eligible employees to use pre-tax dollars to be applied for employee paid health plan benefits. **ACP currently does not have enough "Full Time Equivalent" employees to be required to offer health insurance under the Affordable Care Act (ACA). When this changes, employees will be required to complete paperwork to meet the ACA requirements.**



## Direct Deposit Enrollment/Change Form

Company Name \_\_\_\_\_ Client Number \_\_\_\_\_

Employee/Worker Name \_\_\_\_\_ Employee/Worker Number \_\_\_\_\_

**EMPLOYEE/WORKER:** Retain a copy of this form for your records. Return the original to your employer.

**EMPLOYERS:** Return this form to your local Paychex office. For clients using on-line services, please retain a copy of this document for your records.

### COMPLETE TO ENROLL / ADD / CHANGE BANK ACCOUNTS – PLEASE PRINT IN BLACK/BLUE INK ONLY

Type of Account	Routing/Transit Number	Checking/Savings Account Number*	Financial Institution ("Bank") Name	I wish to deposit (check one):
<input type="checkbox"/> Checking <input type="checkbox"/> Savings				<input type="checkbox"/> _____ % of Net <input type="checkbox"/> Specific Dollar Amount \$_____ .00 <input type="checkbox"/> Remainder of Net Pay
<input type="checkbox"/> Checking <input type="checkbox"/> Savings				<input type="checkbox"/> _____ % of Net <input type="checkbox"/> Specific Dollar Amount \$_____ .00 <input type="checkbox"/> Remainder of Net Pay

#### One of the following is required to process this enrollment (check one):

- Voided check with name imprinted (no starter checks)
- Deposit slip (only accepted if the verbiage "ACH R/T" appears before the routing number)
- Bank letter or specification sheet (the signature of your local bank representative MUST be included)
- Other Bank Documentation from your Financial Institution – If this box is checked the employer must sign this confirmation:  
I confirm that the above named employee/worker has added or changed a bank account for direct deposit transactions processed by Paychex, Inc.

Employer Signature: \_\_\_\_\_ Date \_\_\_\_\_

\*Certain accounts may have restrictions on deposits and withdrawals. Check with your bank for more information specific to your account.

### COMPLETE IF CHANGING EXISTING DEPOSIT AMOUNTS – PLEASE PRINT IN BLACK/BLUE INK ONLY

Routing/Transit Number	Checking/Savings Account Number*	Financial Institution ("Bank") Name	Change My Deposit Amount to:
			<input type="checkbox"/> From _____% to _____% of Net <input type="checkbox"/> From \$ _____ .00 To \$ _____ .00 <input type="checkbox"/> Remainder of Net Pay
			<input type="checkbox"/> From _____% to _____% of Net <input type="checkbox"/> From \$ _____ .00 To \$ _____ .00 <input type="checkbox"/> Remainder of Net Pay

### EMPLOYEE/WORKER CONFIRMATION STATEMENT

#### PLEASE SIGN IN BLACK/BLUE INK ONLY

I authorize my employer to deposit my wages/salary into the bank accounts specified above. I agree that direct deposit transactions I authorize comply with all applicable law. My signature below indicates that I am agreeing that I am either the accountholder or have the authority of the accountholder to authorize my employer to make direct deposits into the named account.

Employee/Worker Signature \_\_\_\_\_ Date \_\_\_\_\_

**Note:** Digital or Electronic Signatures are **not** acceptable.

## POLICIES & PROCEDURES

'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 [www.abilitycare.com](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 formal/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). These guidelines are to be standard and consistent with all PCA employers.

#### 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. A copy of the Care Plan must be kept on file with the PCA Choice 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)** - DHS regulates the PCA program, conducts audits and has full authority to approve or deny PCA services.
- **Service Agreement (SA)** - DHS reviews the PHN care assessment recommendations and issues a SA outlining the dates of service and amount 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.
- Effectively communicate with the consumer (or RP), QP and *ACP* management.
- Be able to provide PCA services according to the consumer's PCA Care Plan.
- 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 the:** 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 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 Qualified Professional; 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 and 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, residence address, mailing address, phone numbers, marital status, medical insurance information, caseworker contact information, etc.)
- Adhere to all terms and conditions set forth in the *ACP* PCA Choice Service Agreement.
- Provide *ACP* and PCA staff with a copy of any Health Care Directive.
- Follow all *ACP* company policies and procedures.

**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** - *ACP* is required by law (effective 8/1/2015) to 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 and must be conducted at least every 90 days. If the consumer has more than one PCA, we will contact a different PCA at least every 90 days (possibly sooner) until we have verified with all of the PCA staff. You may elect to have unscheduled in-home verification visits with our QP, please contact us to request verification visits instead of phone calls. Consumers & PCAs must answer verification calls, repeated failed calls will result in an email notice of non-compliance and may result in mandatory monthly supervision visits, suspension or termination of services.

## 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. **Employment Application** - To be employed by *ACP*, the individual must fully complete an Employment Application with legible and accurate information. A copy of the applicant's resume may be attached to list prior work experience and education 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 the Minnesota Dept. of Human Services. *Applicants must submit their certificate and include it with their hiring paperwork. PCAs cannot work without passing 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 criminal background study with each agency they are employed with. This background study will be processed by *ACP* (at no cost to the employee) through the Minnesota Department of Human Services prior to the start of employment. *If any employee fails now or later fails to meet this requirement, they will be immediately terminated.*
- A. Employees cannot work prior to receiving a completed background study notice stating the PCA or QP is not disqualified or has had a disqualification set aside. *ACP* will notify the Consumer (or RP) when the employee is eligible to begin working.
- B. Employees cannot work if their name appears on the OIG exclusion list and/or the Individual MHCP Excluded Provider Lists. No exceptions.
- C. *ACP* requires Employees to maintain a clear study result at all times. Any Employee Criminal Background Study 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 90 days, are required to have a new background study completed before returning to work with the Consumer.

For more information regarding the MN-DHS background study process (requirements, disqualifications, disclosures, appeals, etc.) please visit: <http://www.revisor.leg.state.mn.us/stats/245C/>

- 2.9. **MHCP Individual PCA Provider Enrollment Policy** - After passing the Background Study, to be a PCA in Minnesota you must enroll with Minnesota Health Care Programs (DHS) as an Individual PCA Provider. ACP will process your Individual PCA Provider Enrollment paperwork that will assign you a PCA ID # (aka. UMPI # or MHCP ID #). PCAs are allowed to work while their PCA ID # is processing (after being notified by the consumer their background study has passed).
  - If you have enrolled as a PCA in the past, your ID # will remain the same and will be activated as currently working with ACP. ACP typically receives new PCA ID #'s from DHS within 3-4 weeks. ACP does not guarantee when PCA ID #'s will be received, as there may be delays at DHS.
  - If a PCA does not know their PCA ID #, they can receive it by calling or 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 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 of employment will not be paid. There are no exceptions to this policy. The consumer cannot require the PCA to work prior to the official start of employment. ACP will also send a letter to the employee that lists their official start of employment for their records.
- 2.11. **PCA Performance Evaluations** - All PCA's performance will be evaluated by the consumer with their QP at least every 6 months. The evaluation will be in writing and recommend any necessary improvement. All PCA Performance Evaluations 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 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. EMPLOYEE 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 Resignation/Termination Notice to *ACP*. Before submitting resignation, 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.

## 5. WAGES & BENEFITS

**5.1. Wages** - *ACP* offers a fair and competitive 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 Starting Wage Structure (Effective January 1, 2016)** - For individuals with:
  - No prior work experience in health care - **\$11.00 / hour.**
  - Prior health care work experience and/or documented training - **\$11.25 / hour.**
  - Any PCA's who want to be eligible to work over-time (with written authorization from *ACP*) - **\$11.00 / hour.**
- B. **QP Starting Wage Structure (Effective January 1, 2016)** - For individuals who are a:
  - Licensed Social Worker = **\$16.00 to \$28.50 / hour;** Registered Nurse = **\$19.00 to \$36.00 / 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).
  - PCA Choice employees will earn 1 hour of PTO for every 52 hours worked.
  - PTO accumulation, usage and balance totals are listed on the PCA paystub online.
  - Once a PCA has worked 600 hours (after July 1, 2015) 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 year to the next.
  - PCAs who resign or are terminated must cash out the unused PTO earned, up to 40 hours (or 80 hours for 2 years).
- B. **Health & Dental Insurance** - *ACP* does not pay for health/dental insurance. If required by the government, *ACP* will allow eligible employees to use pre-tax dollars to be applied for employee paid health plan benefits. ***ACP* currently does not have enough “Full Time Equivalent” employees to be required to offer health insurance under the Affordable Care Act (ACA). When this changes, employees will be required to complete paperwork to meet the ACA requirements.**

**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, and they record accurate mileage logs.

**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 at <http://registrations.dhs.state.mn.us>

Training and testing is done online from a computer by registering with their 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 fax or mail 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.

## 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 person 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. ACP has created a sample Emergency Information Form that may be used by the consumer to share with their PCAs, please visit our web site to obtain sample forms.
- 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. Standard Precautions apply to blood, all body fluids, secretions and excretions (except sweat); non-intact skin; and mucous membranes. PCA employees 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) 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 Completion 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.
- 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 consumers 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 completely 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).
- Be completed **DAILY** with shift dates and each **TIME IN / TIME OUT** that was actually worked.  
*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 initialed daily (no checkmarks) for the cares provided (as reflected in the Care Plan).
- Be 100% completed, without errors and not have overlaps with other PCAs (or consumers).
- Have a line drawn through any dates not worked.
- 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 ID # (UMPI) 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 delay in pay until the following pay period. 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 mail or office drop-off with advance notice by phone or email (message must include weekly total hours for each PCA).*** Without the 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 end date will not be accepted and will not be paid.***

## 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 amount 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 275 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.
- ***Return 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. **Collection of 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 were denied by DHS due to being over 275 hours per month.
- Billed claims were denied by DHS due to: consumer being ineligible for MA, out of authorized hours, hospitalization, in-patient status, or other DHS policy violations such as PCA ineligibility or disqualifications.
- The employee provided and submitted timesheets for non-covered cares (cares not in the consumers Care Plan).
- Convicted of fraudulent activity.
- Payroll error or over-payment (regardless of who is at fault for the error).

**Collection Methods & Terms** - *ACP* will notify the PCA of the ineligible service hours or over-payment amount to be collected. The first method of collection is withholding from the PCAs next payroll payment. If the next payroll amount is insufficient to cover the outstanding balance due, *ACP* will continue to withhold from the next payroll(s). If the PCAs employment is interrupted or discontinued, an invoice will be mailed to them with repayment instructions. Any non-repayment over 60 days past due will accrue interest charges (the maximum allowed by law) and may result in suspension, termination, civil lawsuit and reporting to a collections agency.

- 10.4. **Employee Personal Information Changes** – Employees are responsible for promptly completing PCA Information Change Forms (located on our web site). If there is a change of legal name, address, phone number, email address, citizenship, work authorization, tax withholding, emergency contacts, or other necessary information. Accurate information is vital for service delivery, employment insurance records and other company files.
- 10.5. **Employment Verification Requests** - After 30 days of employment, an employee may request up to 3 employment verifications, per year, free of charge. An administrative fee of \$25 will be reduced from an employee check for any requests thereafter. Employment verifications take 3-5 business days from receipt of written 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 employees are required to setup Direct Deposit to their own bank account or reloadable debit card.**
- 10.8. **Paper Payroll Checks** - **Effective August 14, 2015 we discontinued paper payroll checks. Direct deposit is required.**
- 10.9. **Paystubs** – We are discontinuing mailing paper paystubs to reduce costs. **Effective January 1, 2016 all employees will have access to their paystubs online 24/7 via computer or smartphone** through the <https://myapps.paychex.com> web site and the **Paychex Flex app** (iOS & Android). Instructions are published on our company web site. If you need a copy of your paystub and do not have internet access, please contact us to make arrangements to get copies.
- 10.10. **Employment References** - *ACP* will provide dates of employment and positions held only.

## 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 specific individuals from referral sources** (such as MDs, medical facility 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, ads in magazines/newspapers/bulletins, banners, billboards, brochures, postcards, stickers, buttons, TV, radio, mass mailings to non-specified individuals, and mailings 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 or share 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** (available on our web site).
  - Submit a **Grievance Report** form 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 calendar days. An investigation process may take up to 30 calendar days. A formal grievance resolution to a completed investigation may take up to 60 calendar days.

**12.4. Grievance Resolution** - The company 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 the company 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 the company's actions. In these situations, the company may consider the grievance closed for the purposes of these requirements. The company must maintain documentation of its efforts and demonstrate compliance with state requirements. In its written response, the company is not required to include statements that could be used in a legal action against the company, but the company must provide adequate information to address each item stated in this requirement. The company 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's* Quality Associate 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 and name of investigator.
- Investigation results.
- 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 the type of injury and 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 company's worker's compensation provider (name and phone number) or any other related questions, please contact ACP or visit our web site.

**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.
- Keep ACP apprised of your work status.
- Follow the treating doctor's medical treatment plan.
- Stay within your medical restrictions at all times, including while at home and during leisure activities.
- 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
- **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 PCAs. As of July, 1 2015 the 2015-2017 Collective Bargaining Agreement (CBA) goes into effective for all PCAs. PCAs will receive union membership information and a membership enrollment application to be an official dues paying member. You are not required to be a union member to work for ACP. Any wages, benefits, PTO, etc. set forth in the CBA will be given to all PCAs regardless of union membership (or non-member) status. As stated in the CBA, PCAs do not have the right to strike and agencies do not have any direct bargaining with the SEIU. The CBA is an agreement with the State of Minnesota and the SEIU on behalf of PCA Choice Individual PCA Providers. 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 dues rate set by the SEIU. ACP will maintain a neutral position with regard to our employees and union membership.

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

SEIU Healthcare Minnesota (<http://www.seiuhealthcaremn.org>) 345 Randolph Ave, Suite 100, St. Paul, MN 55102  
Phone: 651-294-8100 Toll- Free 800-828-0206 Fax: 651-294-8200 Email: [mac@seiuhealthcaremn.org](mailto:mac@seiuhealthcaremn.org)