

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 SA expires I understand my services will be suspended until the new SA starts. If I exhaust all of my SA units I will be personally responsible to 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. I agree to personally pay *ACP* for any services that are not paid for by my insurance, including but not limited to: co-pays, out-of-pocket deductibles and denied claims due to MA ineligibility.**
13. Abide by Department of Labor regulations and *ACP* policies regarding overtime.
14. Monitor, ensure accuracy, and verify time worked by my PCAs.

15. Submit complete and accurate timesheets to *ACP* as outlined in the company policies and procedures.
16. Notify *ACP* of my in-patient treatment or hospitalization dates throughout our service agreement.
17. 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.
18. 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.
19. 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 (NetStudy) submitted through *ACP* (a requirement of eligibility to be a PCA), before working any shifts and submitting a timesheet for payroll.**
8. **I must work at least every 120 days to remain actively employed by *ACP*. I must be re-hired and process a new Background Study after 120 days without working for *ACP*.**
9. 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.
10. 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.)

11. 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.
- 12. 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.**
13. I will provide and maintain my personal emergency contact information to the consumer (or RP).
14. 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.
15. 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).
16. I will inform the consumer about all visible bodily changes that may need medical attention.
17. 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)*
18. 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.
19. I will keep the consumer's personal life as confidential, respect their personal property and adhere to ACP data privacy policies.
20. I agree to not bring any children or friends to work and that I will not provide care to *anyone* other than the consumer.
21. I agree to be present when working with the consumer in their service environment, and leave only when the shift is completed.
22. 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.
23. 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.
24. 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.
- 25. 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.**
- 26. 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.
27. 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.
- 28. I agree to notify ACP in writing when I work for another PCA agency.**
- 29. I agree to monitor my total hours worked with all agencies/consumers actively I am employed with.**
- 30. 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 due to exceeding the 275 hour rule.
- 31. 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).

- 32. **I agree that ACP can bill me for any 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.**
- 33. **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.**
- 34. 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.
- 35. **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.**
- 36. I will update ACP staff anytime my status changes (legal name, address, phone #, tax exemptions, etc.).
- 37. **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, 2017) - 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