

SOUTHEASTERN MINNESOTA CENTER FOR INDEPENDENT LIVING, INC.
PCA CHOICE AGREEMENT FOR CONSUMER, PROVIDER AND PCA

PERSONAL CARE ASSISTANT SERVICES

This Agreement is made this _____ day of _____, 20____, by and between Southeastern Minnesota Center for Independent Living, Inc., (hereinafter known as SEMCIL) located at:

2720 North Broadway
Rochester MN, 55906
507.285.1815

an enrolled PCA Choice Provider with the State of Minnesota, and

Personal Care Assistant

referred to as the Personal Care Assistant (hereinafter known as the PCA) and remains in effect until any party chooses to terminate this agreement in writing.

PURPOSE

We enter into this agreement to provide personal care assistant services for the consumer. SEMCIL is the fiscal intermediary.

CONSUMER/RESPONSIBLE PARTY ROLE AND RESPONSIBILITIES

As a consumer using SEMCIL as my PCA Choice provider, I, or my responsible party, agree to the following responsibilities:

1. Accept responsibility for my health and safety, meaning I will find staff or supports that ensures my health and safety needs are met.
2. Develop a plan of care based on my assessment, specifying my needs for assistance. This will be developed and revised with the assistance of my Qualified Professional and/or doctor.
3. Recruit, interview and hire my own PCA staff. All staff must pass a criminal background check facilitated by SEMCIL to ensure they have no prior criminal record that disqualifies them from being employed as a PCA, as well as any future training required by DHS. PCAs may not begin working until notified by SEMCIL of a successful background check and issuance of a provider number by Department of Human Services.
4. Ensure that PCA staff hired can adequately perform the care and services needed.
5. Enter into a written agreement with each PCA before I receive the services.
6. Refer potential PCAs to SEMCIL to fill out the required and necessary paperwork.
7. Appropriately and effectively schedule my PCA staff.
8. Ensure that I have adequate backup staff or supports in case a regularly scheduled PCA is unable to fulfill their duties as scheduled.
9. Provide orientation and training to my PCA staff. My Qualified Professional may assist me with this aspect.
10. I understand that I will have a Qualified Professional assigned to me by SEMCIL to assist with the supervision, training, evaluation of my PCAs, and development of my service plan based on my doctor's recommendations and my Public Health Nurse assessment.

11. Provide ongoing supervision and evaluation of my PCA staff with assistance, as needed, from my Qualified Professional.
12. Effectively understand and manage the use of my PCA allocated hours/units to ensure I do not overuse the allocated hours/units in my service plan.
13. Abide by Department of Labor regulations regarding overtime. Ensure that no PCAs are allowed to work over forty-eight (48) hours in a work week.
14. Monitor, ensure the accuracy and verify time worked by my PCAs, including training staff on using the Dial-n-Documents (DnD) Telephony system. Ensure that my PCA staff is documenting their hours worked according to the DnD Telephony protocol or sign verified time sheets for my PCA staff. Time sheets must be submitted to SEMCIL according to the SEMCIL payroll schedule. See payroll schedule for payroll dates. Time sheets may be submitted via e-mail, U.S. Mail, Fax, or delivered in person to the SEMCIL office. All consumers will be set up to use our Dial-n-Documents Telephony system, unless there is a justifiable reason why timesheets are a better option.
15. Notify the County Public Health Nurse, waiver service coordinator, or otherwise appropriate individual, when it is time for a reassessment of my need for PCA services, or if there is a change in condition or change in the level of services that I need. I will inform them of my intent to use a PCA Choice provider.
16. Notify SEMCIL of any hospitalization dates throughout our service agreement.
17. Contact the Qualified Professional regarding any issues (performance, attendance, etc.) with my PCA staff. To ensure that appropriate actions are taken, SEMCIL needs to be aware of any issues prior to the employee's termination.
18. Contact the PCA Program Manager in the event of a billing or payment complaint.
19. Notify SEMCIL in writing if I want to terminate this agreement at any time.
20. Notify the Qualified Professional or PCA Program Manager of any work-related or non-work related injuries you or your PCAs may suffer.

PROVIDER ROLES AND RESPONSIBILITIES

As your PCA Choice provider, SEMCIL agrees to perform the following responsibilities.

1. As the fiscal intermediary, enter into a written agreement with each PCA the consumer chooses to hire before services are provided to the consumer.
2. Obtain releases, request and secure background checks, as well as provider numbers, according to the State of Minnesota Human Services Licensing Act for each PCA referred.
3. Bill the Department of Human Services or appropriate health care plan for personal care assistant services rendered.
4. Pay the PCA(s) at the rate determined by SEMCIL as provided on the Consumer Pricing Schedule.
5. Administer the applicable benefits for PCA(s) as outlined in the PCA pricing schedule.
6. Withhold and remit all applicable state and federal taxes from PCA paychecks.
7. Arrange for and pay the employers share of payroll taxes, unemployment insurance, workers' compensation insurance and liability insurance for all staff.
8. Issue paychecks every two weeks according to SEMCIL's payroll schedule.

9. Keep records of the hours worked by PCAs.
10. Assess an administrative fee for the provision of PCA Choice provider services. Refer to the PCA pricing schedule for current Administrative Fees.
11. Ensure SEMCIL is not related to the consumer or PCA(s).
12. If a hired PCA has not worked in three (3) months, identified PCA(s) will be inactivated by SEMCIL and not allowed to work until they would go through the hiring process again. It is the consumer's responsibility to inform SEMCIL if they wish to keep a PCA active who may not be currently working hours.

PERSONAL CARE ASSISTANT ROLES AND RESPONSIBILITIES

As a PCA employed by the consumer and SEMCIL, I agree to the following responsibilities:

1. Enter into a written agreement with the consumer and SEMCIL as joint employers, before providing service to the consumer.
2. Complete all required paperwork and provide necessary information to SEMCIL.
3. Pass a criminal background check, be issued a provider number by the Department of Human Services, and successfully complete any future training mandated by DHS. PCAs may not begin working until notified by SEMCIL of successfully passing the above requirements.
4. Obtain training from the consumer, with assistance from a Qualified Professional, to ensure I can satisfactorily perform all responsibilities in the consumer's plan of care.
5. Work the scheduled times as determined by the consumer, notifying the consumer of changes as early as possible to arrange for backup assistance.
6. Provide personal care services to the consumer as specified in their plan of care, following written and verbal directions from the consumer.
7. Inform the consumer about all visible bodily changes that may need medical attention.
8. Keep consumer's protected health information confidential and adhere to HIPAA (Health Insurance Portability and Accountability Act), as well as data privacy. Respect the privacy of the consumer's personal life and property.
9. Be present when working with the consumer in their service environment, and leave only when the shift is complete.
10. Communicate respectfully and directly to the consumer regarding services.
11. When assisting with the transportation of the consumer, ensure that seat restraints are used properly and consistently. *Prior to providing any transportation services for the consumer, ensure that the consumer has been approved for transportation through SEMCIL by contacting the consumer's Qualified Professional or the PCA Program Manager. Failure to do this may result in disciplinary action, up to and including termination of employment.*
12. Follow safety procedures and work to identify my safety needs and those of the consumer.
13. Notify the Qualified Professional or the PCA Program Manager of any work related or non-work related injuries I may suffer.
14. Comply with policies, procedures and training provided by the consumer and/or SEMCIL.

15. If I am unavoidably going to be late for a scheduled work shift, I will make every attempt to notify the consumer.
16. Accurately document hours worked for the consumer according to the Dial-n-Documents Telephony protocol or by promptly completing and signing verified time sheets. Time sheets must be submitted to SEMCIL according to the SEMCIL payroll schedule. See payroll schedule for payroll dates. Time sheets may be submitted via e-mail, U.S. Mail, Fax, or delivered in person to the SEMCIL office. Also, I will ensure that I do not work over forty-eight (48) hours in a work week.
17. As a matter of courtesy, give the consumer a minimum of two weeks notice before terminating my employment as their PCA.
18. *Optional for Consumer*

19. *Optional for Consumer*

PCA Initials

Grievance Procedures

SEMCIL believes it is in the best interest of employees and management to have an environment where concerns are openly discussed. For this reason, the PCA is encouraged to bring all work related issues to their consumer. Consumers are encouraged to address issues directly with their PCA. If the PCA and consumer are unable to resolve the issue, they are to bring the issue to the attention of their Qualified Professional or the PCA Program Manager. If the Qualified Professional or the PCA Program Manager cannot resolve the issue, the issue may be brought to the Executive Director. SEMCIL is committed to providing a timely response to concerns brought forward.

Regulatory Compliance

Both parties are responsible for complying with all rules and regulations related to PCA Choice. This includes, but is not limited to: State Vulnerable Adult Act, HIPAA, Data Privacy, PCA regulations, including assistance with medication administration, and Department of Labor laws governing overtime.

Cancellation and Amendments

Employees may resign their employment with the consumer and SEMCIL as joint employers, at any time for any reason or no reason, and the consumer and SEMCIL reserve the same right regarding the termination of an individual's employment.

Any party may choose to terminate this agreement at any time.

Signed: _____
_____ **Consumer/Responsible party** **Date**

Signed: _____
_____ PCA Choice Provider Agency **Date**

Signed: _____
_____ **Personal Care Assistant** **Date**