



Preferred Home Care Services

PCA Provider Written Agreement (PCA Choice or Traditional PCA)^{circle one}

Agreement Between _____ (hereinafter "Consumer");
Preferred Home Care Services (hereinafter "PHCS").

Consumer Roles & Responsibilities

As a consumer using PHCS, I, or my responsible party, agree to the following responsibilities:

1. Accept responsibility for my health and safety, and I will find staff or supports that ensure my health and safety needs are met.
2. Ensure that I meet the conditions to use or continue to use a PCA Provider. These include, but are not limited to:
 - a. I must be able to direct my own care, or my responsible party must be readily available direct the care provided by the personal care assistant(s).
 - b. I or my responsible party must be knowledgeable of my health care needs and be able to effectively communicate those needs.
 - c. I must ensure that my health insurance coverage is active at all times and I must notify the agency immediately if there is a lapse in coverage. If I fail to do so I am responsible for paying the PCA for hours worked during the period where there was no coverage or for reimbursing the agency for personal assistant services.
 - d. A face-to-face assessment must be conducted by the local county public health nurse at least annually, or when there is a significant change in the consumer's condition or change in the need for personal assistant services.
 - e. I must be certain that time sheets submitted by PCA's accurately document the times of service and tasks performed.
 - f. I must notify the agency when there are changes to my address or telephone number.
3. Abide by all of the consumer responsibilities as set forth in this written agreement.
4. Abide by all of the policies for the PCA program.
5. If PCA Choice. Develop and revise a care plan that details my health, safety and care needs and schedule based on the public health nurse assessment.
6. If PCA Choice. Recruit, interview, and hire my own PCA staff. I understand even if I am using the PCA Traditional model, I have the right to a PCA of my choice.
7. If PCA Choice. Ensure that I have adequate backup staff or support in case a regularly scheduled PCA is unable to fulfill their duties as scheduled.
8. If PCA Choice. Schedule my PCA staff. I understand that even if using the PCA Traditional model I have the right to schedule my PCA's.
9. Manage the use of my PCA allocated hours/units to ensure I do not use more that the allocated hours/units allocated in the Service agreement.
10. Ensure that no PCA shall work overtime without the express approval od PHCS management in writing.
11. Monitor, ensure accuracy and verify time worked by my PCA's. Sign verified time sheets for my PCA staff.
12. Coordinate with PHCS to notify the county public health nurse, waiver service coordinator or otherwise appropriate individual when it is time for a reassessment of my needs 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 PHCS.



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13. Notify PHCS of my hospitalization dates throughout our service agreement, and ensure no time sheets for PCA services are submitted for the hospitalization dates.
17. I may request a copy of my currently effective PCA Written Agreement from PHCS at any time.

Provider Roles & Responsibilities

As your PCA provider, PHCS agrees to perform the following responsibilities:

1. Enroll and meet all standards as a PCA provider with the Minnesota Department of Human Services, including passing a criminal background check and follow all rules, regulations, and policies described by DHS for the PCA program.
2. Abide by all of the responsibilities set forth in this written agreement.
3. Bill the Minnesota DHS or appropriate health care plan for Personal care assistance and Qualified Professional services rendered.
4. Withhold and remit all applicable state and federal taxes from PCA's & QP's paychecks.
5. Arrange for and pay the employer's portion of the payroll taxes, unemployment insurance, workers compensation insurance, liability insurance, and bonds.
6. Keep records of the hours worked by PCA's and QP's

Qualified Professional Roles & Responsibilities

The Qualified Professional shall:

1. Hold the appropriate credentials to serve as a Qualified Professional by being a Registered Nurse, Licensed Social Worker, Mental Health Professional, or Qualified Developmental Disabilities Professional.
2. Assist the consumer in developing and revising a care plan to meet the consumer's needs, as assessed by the public health nurse.
3. Assist the consumer in the orientation, training, supervision and/or evaluation of their PCA staff.
4. Accurately document time worked and services provided for consumer by promptly completing and signing time sheets.
5. Report any suspected abuse, neglect, or financial exploitation of the consumer to the appropriate authorities.

Personal Care Assistant Roles and Responsibilities

The Personal Care Assistant shall;

1. Complete all required forms and provide necessary information to PHCS, including a criminal background check verification, prior to providing services to the consumer.
2. Obtain training from the consumer and/or the QP to ensure I can satisfactorily perform all responsibilities in the consumers care plan.
3. Work at scheduled times as determined by the consumer, notify the consumer of changes as soon as possible to arrange for back up assistance.
4. Provide and document personal care services for the consumer as specified in their care plan, following written and/or oral direction from the consumer.
5. Assist with activities of daily living (ADL's) as directed.
6. Inform the consumer about all visible bodily changes that may need to be addressed by a medical professional.
7. Keep consumer's personal life confidential and adhere to data privacy.
8. Observe and stay alert to ongoing instructions by the consumer.
9. Respect the privacy of the consumer's personal property.



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- 10. While working within the consumer’s home maintain respect as a professional and focus on job related activities. Perform duties in an ethical manner, preserving and respecting the rights and dignity of the consumer.
- 11. Be present when working with the consumer in their service agreement, and leave only when your shift is completed.
- 12. Communicate respectfully and directly to the consumer regarding services.
- 13. When assisting with transportation of the consumer, request the seat belts are used properly and consistently.
- 14. Follow safety procedures and work to identify any safety needs and those of the consumer.
- 16. Support the consumer when he/she participates in community activities, relationships, and involvement with others.
- 17. Comply with policies, procedures, and training provided by the consumer and/or PHCS
- 18. Notify the consumer and PHCS of anticipated absences.
- 19. Accurately document time worked for consumer and cares given by promptly completing and signing time sheets.

Regulatory Compliance

Both parties are responsible for complying with all rules and regulations related to PCA. This includes, but is not limited to state Vulnerable Adults Act, Data Privacy, PCA regulations and the Nurse Practices Act, including assistance with medication administration, and Department Labor laws governing overtime.

Grievance Procedures

PHCS, believes it is in the best interest of employees and management to have an environment where concerns are openly discussed. For this reason, PCAs are encouraged to bring all work-related issues to their manager, the consumer. Consumers are encouraged to address issues directly with their PCA. If the PCA and consumer are unable to resolve the issue, they may bring the issue to PHCS. PHCS is committed to providing a response to concerns brought forward.

Termination of Employment or Services

Employees may resign their employment with the consumer and PHCS at any time for any reason or no reason, and the consumer and PHCS reserve the same right regarding the discontinuation of an individual’s employment. Either the consumer or PHCS may terminate services at any time and for any reason or no reason. PHCS shall provide reasonable advance notice of termination of service in accordance with the Minnesota Home Care Bill of Rights and Minnesota Statute.

Consumer Signature

_____/_____/_____
Date

Responsible Party Signature

_____/_____/_____
Date