BEST CARE

YOUR CARE. YOUR WAY.

Welcome! This packet contains some important information about your rights, and information we need in order for you to begin receiving PCA and HCBS through Best Care. Please review the contents of this packet, then sign and return the materials as indicated by fax, email or mail. If you have any questions, please contact us.

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## ADVANCE DIRECTIVE NOTICE

### Minnesota Law

Minnesota law allows you to inform others of your health care wishes. You have the right to state your wishes or appoint an agent in writing so that others will know what you want if you can't tell them because of illness or injury. The information that follows tells about health care directives and how to prepare them. It does not give every detail of the law.

### What is a Health Care Directive?

A health care directive is a written document that informs other of your wishes about your health care. It allows you to name a person ("agent") to decide for you if you are unable to decide. It also allows you to name an agent if you want someone else to decide for you. You must be at least 18 years old to make a health care directive.

### Why Have a Health Care Directive?

A health care directive is important if your attending physician determines you can't communicate your health care choices (because of physical or mental incapacity). It is also important if you wish to have someone else make your health care decisions. In some circumstances, your directive may state that you want someone other than an attending physician to decide when you cannot make your own decisions.

### Must I Have a Health Care Directive? What Happens if I Don't Have One?

You don't have to have a health care directive. But, writing one helps to make sure your wishes are followed. You will still receive medical treatment if you don't have a written directive. Health care providers will listen to what people close to you say about your treatment preferences, but the best way to be sure your wishes are followed is to have a health care directive.

### How Do I Make a Health Care Directive?

There are forms for health care directives. You don't have to use a form, but your health care directive must meet the following requirements to be legal:

- Be in writing and dated.
- State your name.
- Be signed by you or someone you authorize to sign for you, when you can understand and communicate your health care wishes.
- Have your signature verified by a notary public or two witnesses.
- Include the appointment of an agent to make health care decisions for you and/or instructions about the health care choices you wish to make.

Before you prepare or revise your directive, you should discuss your health care wishes with your doctor or other health care provider.

Information about how to obtain forms for preparation of your health care directive can be found in the Resource Section of this document.

**I Prepared My Directive in Another State. Is It Still Good?**

Health care directives prepared in other states are legal if they meet the requirements of the other state's laws or the Minnesota requirements. But requests for assisted suicide will not be followed.

**What Can I Put in a Health Care Directive?**

You have many choices of what to put in your health care directive. For example, you may include:

- The person you trust as your agent to make healthcare decisions for you. You can name alternative agents in case the first agent is unavailable, or joint agents.
- Your goals, values and preferences about health care.
- The types of medical treatment you would want (or not want).
- How you want your agent or agents to decide.
- Where you want to receive care.
- Instructions about artificial nutrition and hydration.
- Mental health treatments that use electroshock therapy or neuroleptic medications.
- Instructions if you are pregnant.
- Donation of organs, tissues and eyes.
- Funeral arrangements.
- Who you would like as your guardian or conservator if there is a court action.

You may be as specific or as general as you wish. You can choose which issues or treatments to deal with in your health care directive.

**Are There Any Limits to What I Can Put in My Health Care Directive?**

There are some limits about what you can put in your health care directive. For instance:

- Your agent must be at least 18 years of age.
- Your agent cannot be your healthcare provider, unless the health care provider is a family member or you give reasons for the naming of the agent in your directive.
- You cannot request health care treatment that is outside of reasonable medical practice.
- You cannot request assisted suicide.

**How Long Does a Health Care Directive Last? Can I Change It?**

Your health care directive lasts until you change or cancel it. As long as the changes meet the health care directive requirements listed above, you may cancel your directive by any of the following:

- A written statement saying you want to cancel it.
- Destroying it.

- Telling at least two other people you want to cancel it.
- Writing a new health care directive.

**What If My Health Care Provider Refuses to Follow My Health Care Directive?**

Your health care provider generally will follow your health care directive, or any instructions from your agent, as long as the health care follows reasonable medical practice. But, you or your agent cannot request treatment that will not help you or which the provider cannot provide. If the provider cannot follow your agent's directions about life-sustaining treatment, the provider must inform the agent. The provider must also document the notice in your medical record. The provider must allow the agency to arrange to transfer you to another provider who will follow the agent's directions.

**What If I've Already Prepared a Health Care Document? Is It Still Good?**

Before August 1, 1998, Minnesota law provided for several other types of directives, including living wills, durable health care powers of attorney and mental health declarations.

The law changed so people can use one form for all their health care instructions.

Forms created before August 1, 1998, are still legal if they followed the law in effect when written. They are also legal if they meet the requirements of the new law (described above). You may want to review any existing documents to make sure they say what you want and meet all requirements.

**What Should I Do With My Health Care Directive After I Have Signed It?**

You should inform others of your health care directive and give people copies of it. You may wish to inform family members, your health care agent or agents, and your health care providers that you have a health care directive. You should give them a copy. It's a good idea to review and update your directive as your needs change. Keep it in a safe place where it is easily found.

**What if I believe a Health Care Provider Has Not Followed Health Care Directive Requirements?**

Complaints of this type can be filed with the Office of Health Facility Complaints at 651-201-4200 (Metro Area) or Toll-free at 1-800-369-7994.

**What if I Believe a Health Plan Has Not Followed Health Care Directive Requirements?**

Complaints of this type can be filed with the Minnesota Health Information Clearinghouse at 651-201-5178 or Toll-free at 1-800-657-3793.

**How To Obtain Additional Information**

If you want more information about health care directives, please contact your health care provider, your attorney, or:

**Minnesota Board on Aging's Senior LinkAge Line®**
1-800-333-2433.

A suggested health care directive form is available on the internet at: http://www.mnaging.org/.

**CONSENT TO ELECTRONIC DELIVERY**

This policy describes how Best Care (BC) delivers communications to you electronically. We may amend this policy at any time by posting a revised version on our website. The revised version will be effective at the time we post it. In addition, if the revised version includes a substantial change, we will provide you with notice by mailing you notice of the change at your address on file.

Electronic delivery of communications

You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "Communications") that we provide in connection with your services from Best Care. Communications include:

- agreements and policies you agree to (e.g., Best Care company policies and procedures), including updates to these policies;
- annual notices,
- care plans or pca timesheets;

We will provide these communications to you by posting them on the BC website and/or by emailing them to you at the primary email address on file.

Requesting paper copies of electronic Communications

If, after you consent to receive Communications electronically, you would like a paper copy of a Communication we previously sent you, you may request a copy by contacting us. We will send your paper copy to you by U.S. mail to your address on file.

## EMERGENCY USE OF MANUAL RESTRAINT POLICY

Program Name: Best Care LLC

### I. Purpose

The purpose of this policy is to promote service recipient rights and protect the health and safety of persons served during behavioral situations without the allowance of using an emergency use of manual restraint (EUMR). This policy will also promote appropriate and safe interventions needed when addressing behavioral situations.

### II. Policy

It is the policy of this company that emergency use of manual restraint is **not allowed** at any time. This policy contains content requirements of MN Statutes, section 245D.061, subdivision 9 for policy and procedures regarding emergency use of manual restraint. According to MN Statutes, section 245D.02, subdivision 8a, emergency use of manual restraint is defined as "using a manual restraint when a person poses an imminent risk of physical harm to self or others and is the least restrictive intervention that would achieve safety. Property damage, verbal aggression, or a person's refusal to receive or participate in treatment or programming on their own do not constitute an emergency."

### III. Procedure

**Positive support strategies**

A. The company will attempt to de-escalate a person's behavior before it poses an imminent risk of physical harm to self or others. Some of the following procedures could be used to de-escalate the situation and are options that could be implemented by staff. This is not a fully inclusive list of options that could include:

1. A calm discussion between the person served and direct support staff regarding the situation, the person's feelings, their responses, and alternative methods to handling the situation, etc.

2. A staff suggesting or recommending that the person participate in an activity they enjoy as a means to self-calm.

3. A staff to suggest or remind that the person served has options that they may choose to spend time alone, when safety permits, as a means to self-calm.

4. The individualized strategies that have been written into the person's *Coordinated Service and Support Plan (CSSP)* and/or *CSSP Addendum,* or *Positive Support Transition Plan*.

5. The implementation of instructional techniques and intervention procedures that are listed as **"Permitted actions and procedures"** as defined in Letter B of this **Positive support strategies** section.

6. A combination of any of the above.

B. **Permitted actions and procedures** include the use of instructional techniques and intervention procedures used on an intermittent or continuous basis. If used on a continuous basis, it must be addressed in the person's *CSSP Addendum*. These actions include:

1. Physical contact or instructional techniques that are the least restrictive alternative possible to meet the needs of the person and may be used to:

a. Calm or comfort a person by holding that person with no resistance from that person.

b. Protect a person known to be at risk or injury due to frequent falls as a result of a medical condition.

c. Facilitate the person's completion of a task or response when the person does not resist or the person's resistance is minimal in intensity or duration.

d. Block or redirect a person's limbs or body without holding the person or limiting the person's movement to interrupt the person's behavior that may result in injury to self or others with less than 60 seconds of physical contact by staff.

e. Redirect a person's behavior when the behavior does not pose a serious threat to the person or others and the behavior is effectively redirected with less than 60 seconds of physical contact by staff.

2. Restraint may be used as an intervention procedure to:

a. Allow a licensed health care professional to safely conduct a medical examination or to provide medical treatment ordered by a licensed health care professional.

b. Assist in the safe evacuation or redirection of a person in the event of an emergency and the person is at imminent risk of harm.

c. Position a person with physical disabilities in a manner specified in their *CSSP Addendum*. Any use of manual restraint allowed in this paragraph must comply with the restrictions stated in the section of this policy **Restrictive Intervention**.

3. Use of adaptive aids or equipment, orthotic devices, or other medical equipment ordered by a licensed health professional to treat a diagnosed medical condition do not in and of themselves constitute the use of mechanical restraint.

4. Positive verbal correction that is specifically focused on the behavior being addressed.

5. Temporary withholding or removal of objects being used to hurt self or others.

**Prohibited Procedures**

The company and its staff are prohibited from using the following:

A. Chemical restraints

B. Mechanical restraints

C. Manual restraint

D. Time out

E. Seclusion

F. Any other aversive or deprivation procedures

G. As a substitute for adequate staffing

H. For a behavioral or therapeutic program to reduce or eliminate behavior

I. Punishment

J. For staff convenience

K. Prone restraint, metal handcuffs, or leg hobbles

L. Faradic shock

M. Speaking to a person in a manner that ridicules, demeans, threatens, or is abusive

N. Physical intimidation or a show of force

O. Containing, restricting, isolating, secluding, or otherwise removing a person from normal activities when it is medically contraindicated or without monitoring the person served

P. Denying or restricting a person's access to equipment and devices such as walkers, wheelchairs, hearing aids, and communication boards that facilitate the person's functioning. When the temporary removal of the equipment or device is necessary to prevent injury to the person or others or serious damage to the equipment or device, the equipment or device must be returned to the person as soon as imminent risk of injury or serious damage has passed.

Q. Painful techniques, including intentional infliction of pain or injury, intentional infliction of fear of pain or injury, dehumanization, and degradation

R. Hyperextending or twisting a person's body parts

S. Tripping or pushing a person

T. Requiring a person to assume and maintain a specified physical position or posture

U. Forced exercise

V. Totally or partially restricting a person's senses

W. Presenting intense sounds, lights, or other sensory stimuli

X. Noxious smell, taste, substance, or spray, including water mist

Y. Depriving a person of or restricting access to normal goods and services, or requiring a person to earn normal goods and services

Z. Token reinforcement programs or level programs that include a response cost or negative punishment component

AA. Using a person receiving services to discipline another person receiving services

BB. Using an action or procedure which is medically or psychologically contraindicated

CC. Using an action or procedure that might restrict or obstruct a person's airway or impair breathing, including techniques whereby individuals use their hands or body to place pressure on a person's head, neck, back, chest, abdomen, or joints

DD. Interfering with a person's legal rights, except as allowed by MN Statutes, section 245D.04, subdivision 3, paragraph (c).

**Restrictive Intervention**:

A restrictive intervention means prohibited procedures identified in MN Statutes, section 245D.06, subdivision 5; prohibited procedures identified in MN Rules, part 9544.006; and the emergency use of manual restraint.

A restricted procedure must not:

A. Be implemented with a child in a manner that constitutes sexual abuse, neglect, physical abuse, or mental injury as defined in MN Statutes, chapter 260E.

B. Be implemented with an adult in a manner that constitutes abuse or neglect as defined in MN Statutes, section 626.5572, subdivisions 2 or 17.

C. Be implemented in a manner that violates a person's rights identified in MN Statutes, section 245D.04.

D. Restrict a person's normal access to a nutritious diet, drinking water, adequate ventilation, necessary medical care, ordinary hygiene facilities, normal sleeping conditions, or necessary clothing, or to any protection required by state licensing standards and federal regulations governing the program.

E. Deny the person visitation or ordinary contact with legal counsel, a legal representative, or next of kin.

F. Be used as a substitute for adequate staffing, for the convenience of staff, as punishment, or as a consequence if the person refuses to participate in the treatment of services provided by the company.

G. Use prone restraint (that places a person in a face-down position).

H. Apply back or chest pressure while a person is in the prone or supine (face-up) position.

I. Be implemented in a manner that is contraindicated for any of the person's known medical or psychological limitations.

***Positive Support Transition Plans*** **(PSTP)**

The company must and will develop a *Positive Support Transition Plan* on forms provided by the Department of Human Services and in the manner directed for a person served who requires intervention in order to maintain safety when it is known that the person's behavior poses an immediate risk of physical harm to self or others. A PSTP must be developed in accordance with MN Statutes, section 245D.06, subdivision 8 and MN Rules, part 9544.0070 for a person who has been subjected to three (3) incidents of EUMR within 90 days or four (4) incidents of EUMR within 180 days. This *Positive Support Transition Plan* will phase out any existing plans for the emergency use or programmatic use of restrictive interventions prohibited under MN Statutes, Chapter 245D and MN Rules, Chapter 9544.

**Alternative measures to be used because manual restraints are not allowed in emergencies**

A. This company does not allow the emergency use of manual restraint; therefore, the following alternative measures must be used by staff to achieve safety when a person's conduct poses an imminent risk of physical harm to self or others and less restrictive strategies have not achieved safety.

1. Staff will continue to utilize the positive support strategies as defined in the **Positive support strategies** section listed above.

2. If other persons served are in the immediate area of the person whose conduct poses an imminent risk of physical harm, staff will ask other persons to leave the area to another area of safety. If a person served is unable to leave the area independently, staff will provide the minimum necessary physical assistance to guide the person to safety.

3. Objects, that may potentially be used by the person that may be used which would increase the risk of physical harm, will be removed until the person is calm and then immediately returned. These objects may include sharps, fragile items, working implements, etc.

4. If the person's conduct continues to pose an imminent risk of physical harm to self or others, staff will call the mental health crisis line or mental health crisis intervention team (if available for the person) and follow any directions provided to them.

5. If no other positive strategy or alternative measure was effective in de-escalating the person's behavior, staff will contact "911" for assistance.

6. While waiting for law enforcement to arrive, staff will continue to offer the alternative measures listed here, if it remains safe to do so.

**Emergency use of manual restraint**

A. If the positive support strategies were not effective in de-escalating or eliminating the person's behavior, emergency use of manual restraint may be necessary. To use emergency use of manual restraint, the following conditions must be met:

1. Immediate intervention must be needed to protect the person or others from imminent risk of physical harm.

2. The type of manual restraint used must be the least restrictive intervention to eliminate the immediate risk of harm and effectively achieve safety.

3. The manual restraint must end when the threat of harm ends.

B. The following conditions, on their own, are not conditions for emergency use of manual restraint:

1. The person is engaging in property destruction that does not cause imminent risk of physical harm.

2. The person is engaging in verbal aggression with staff or others.

3. A person's refusal to receive or participate in treatment of programming.

C. If a person's licensed health care professional or mental health professional has determined that a manual restraint would be medically or psychologically contraindicated, the company will not use a manual restraint to eliminate the immediate risk of harm and effectively achieve safety. This statement of whether or not a manual restraint would be medically or psychologically contraindicated will be completed as part of service initiation planning.

**Monitoring of emergency use of manual restraint**

A. Each single incident of emergency use of manual restraint must be monitored and reported separately. For this understanding, an incident of emergency use of manual restraint is a single incident when the following conditions have been met:

1. After implementing the manual restraint, staff attempt to release the person at the moment staff believe the person's conduct no longer poses an imminent risk of physical harm to self or others and less restrictive strategies can be implemented to maintain safety.

2. Upon the attempt to release the restraint, the person's behavior immediately re-escalates and staff must immediately re-implement the restraint in order to maintain safety.

B. During an emergency use of manual restraint, the company will monitor a person's health and safety. Staff monitoring the manual restraint procedure will not be the staff implementing the procedure, when possible. A monitoring form will be completed by the staff person for each incident of emergency use of manual restraint to ensure:

1. Only manual restraints allowed according to this policy are implemented.

2. Manual restraints that have been determined to be contraindicated for a person are not implemented with that person.

3. Allowed manual restraints are implemented only by staff trained in their use.

4. The restraint is being implemented properly as required.

5. The mental, physical, and emotional condition of the person who is being manually restrained is being assessed and intervention is provided when necessary to maintain the person's health and safety and prevent injury to the person, staff involved, or others involved.

**Reporting of emergency use of manual restraint**

A. Reporting of the incident of emergency use of manual restraint will be completed according to the following process and will contain all required information per MN Statutes, sections 245D.06, subdivision 1 and 245D.061, subdivision 5.

B. Within 24 hours of the emergency use of manual restraint, the company will make a verbal report regarding the incident to the legal representative or designated emergency contact and case manager. If other persons served were involved in the incident, the company will not disclose any personally identifiable information about any other person when making the report unless the company has the consent of the person.

C. Within three (3) calendar days of the emergency use of manual restraint, the staff who implemented the emergency use of manual restraint will report, in writing, to the Designated Coordinator and/or Designated Manager the following information:

1. The staff and person(s) served who were involved in the incident leading up to the emergency use of manual restraint.

2. A description of the physical and social environment, including who was present before and during the incident leading up to the emergency use of manual restraint.

3. A description of what less restrictive alternative measures were attempted to de-escalate the incident and maintain safety before the manual restraint was implemented. This description must identify the when, how, and how long the alternative measures were attempted before the manual restraint was implemented.

4. A description of the mental, physical, and emotional condition of the person who was restrained, and other persons involved in the incident leading up to, during, and following the manual restraint.

5. Whether there was any injury to the person who was restrained or other persons involved, including staff, before or as a result of the manual restraint use.

6. Whether there was a debriefing with the staff, and, if not contraindicated, with the person who was restrained and other persons who were involved in or who witnessed the restraint, following the incident. The outcome of the debriefing will be clearly documented and if the debriefing could not occur at the time of the incident, the report will identify whether a debriefing is planned in the future.

D. Within five (5) working days of the emergency use of manual restraint, the Designated Manager will complete and document an internal review of each report of emergency use of manual restraint. The internal review will include an evaluation of whether:

1. The person's served service and support strategies developed according to MN Statutes, sections 245D.07 and 245D.071 need to be revised.

2. Related policies and procedures were followed.

3. The policies and procedures were adequate.

4. There is a need for additional staff training.

5. The reported event is similar to past events with the persons, staff, or the services involved.

6. There is a need for corrective action by the company to protect the health and safety of the person(s) served.

E. Based upon the results of the internal review, the company will develop, document, and implement a corrective action plan for the program designed to correct current lapses and prevent future lapses in performance by the individuals or the company, if any. The Designated Manager will ensure that the corrective action plan, if any, must be implemented within 30 days of the internal review being completed.

F. Within five (5) working days after the completion of the internal review, the Designated Coordinator and/or Designated Manager will consult with the person's expanded support team following the emergency use of manual restraint. The purpose of this consultation is to:

1. Discuss the incident and to define the antecedent or event that gave rise to the behavior resulting in the manual restraint and identify the perceived function the behavior served.

2. Determine whether the person's served *Coordinated Service and Support Plan Addendum* needs to be revised to positively and effectively help the person maintain stability and to reduce or eliminate future occurrences requiring emergency use of manual restraint.

G. Within five (5) working dates of the expanded support team review, the Designated Coordinator and/or Designated Manager will submit, using the DHS online *Behavioral Intervention Reporting Form* (DHS-5148-ENG-1), the following information to the Department of Human Services and the Office of the Ombudsman for Mental Health and Developmental Disabilities:

1. The report of the emergency use of manual restraint.

2. The internal review and corrective action plan, if any.

3. The written summary of the expanded support team's discussion and decision.

H. The following written information will be maintained in the person's service recipient record:

1. The report of an emergency use of manual restraint incident that includes:

a. Reporting requirements by the staff who implemented the restraint

b. The internal review of emergency use of manual restraint and the corrective action plan, with information about implementation of correction within 30 days, if any

c. The written summary of the expanded support team's discussion and decision

d. The notifications to the expanded support team, the Department of Human Services, and the MN Office of the Ombudsman for Mental Health and Developmental Disabilities

2. The PDF version of the completed and submitted DHS online *Behavioral Intervention Reporting Form* (DHS-5148-ENG-1). An email of this PDF version of the *Behavioral Intervention Reporting Form* will be sent to the MN-ITS mailbox assigned to the license holder.

**Staff training requirements**

A. The company recognizes the importance of having qualified and knowledgeable staff that are competently trained to uphold the rights of persons served and to protect persons' health and safety. All staff will receive orientation and annual training according to MN Statutes, section 245D.09, subdivisions 4, 4a, and 5. Orientation training will occur within the first 60 days of hire and annual training will occur within a period of 12 months.

B. Within 60 calendar days of hire, the company provides orientation on:

1. The safe and correct use of manual restraint on an emergency basis according to the requirements in section 245D.061 or successor provisions, and what constitutes the use of restraints, time out, and seclusion, including chemical restraint; and

2. Staff responsibilities related to prohibited procedures under section 245D.06, subdivision 5, MN Rules, part 9544.0060, or successor provisions, why such procedures are not effective for reducing or eliminating symptoms or undesired behavior, and why such procedures are not safe.

C. Before staff may implement an emergency use of manual restraint, and in addition to the training on this policy and procedure and the orientation and annual training requirements, staff must receive training on emergency use of manual restraints that incorporates the following topics:

1. Alternatives to manual restraint procedures including techniques to identify events and environmental factors that may escalate conduct that poses an imminent risk of physical harm to self or others.

2. De-escalation methods, positive support strategies, and how to avoid power struggles

3. Simulated experiences of administering and receiving manual restraint procedures allowed by the company on an emergency basis

4. How to properly identify thresholds for implementing and ceasing restrictive procedures

5. How to recognize, monitor, and respond to the person's physical signs of distress including positional asphyxia

6. The physiological and psychological impact on the person and the staff when restrictive procedures are used

7. The communicative intent of behaviors

8. Relationship building.

D. For staff that are responsible to develop, implement, monitor, supervise, or evaluate positive support strategies, *Positive Support Transition Plans*, or *Emergency Use of Manual Restraint*, the staff must complete a minimum of eight (8) hours of core training from qualified individuals prior to assuming these responsibilities. Core training must include the following:

a. De-escalation techniques and their value

b. Principles of person-centered service planning and delivery and how they apply to direct support services provided by staff

c. Principles of positive support strategies such as positive behavior supports, the relationship between staff interactions with the person and the person's behavior, and the relationship between the person's environment and the person's behavior

d. What constitutes the use of restraint, including chemical restraint, time out, and seclusion

e. The safe and correct use of manual restraint on an emergency basis, according to MN Statutes, section 245D.061

f. Staff responsibilities related to prohibited procedures under MN Statutes, section 245D.06, subdivision 5; why the procedures are not effective for reducing or eliminating symptoms or interfering behavior; and why the procedures are not safe

g. Staff responsibilities related to restricted and permitted actions and procedure according to MN Statutes, section 245D.06, subdivisions 6 and 7

h. Situations in which staff must contact 911 services in response to an imminent risk of harm to the person or others

i. Procedures and forms staff must use to monitor and report use of restrictive interventions that are part of a *Positive Support Transition Plan*

j. Procedures and requirements for notifying members of the person's expanded support team after the use of a restrictive intervention with the person

k. Understanding of the person as a unique individual and how to implement treatment plans and responsibilities assigned to the license holder

l. Cultural competence

m. Personal staff accountability and staff self-care after emergencies.

E. Staff who develop positive support strategies, license holders, executives, managers, and owners in non-clinical roles, must complete a minimum of four (4) hours of additional training. Function-specific training must be completed on the following:

a. Functional behavior assessment

b. How to apply person-centered planning

c. How to design and use data systems to measure effectiveness of care

d. Supervision, including how to train, coach, and evaluate staff and encourage effective communication with the person and the person's support team.

F. License holders, executives, managers, and owners in non-clinical roles must complete a minimum of two (2) hours of additional training. Function-specific training must be completed on the following:

a. How to include staff in organizational decisions

b. Management of the organization based upon person-centered thinking and practices and how to address person-centered thinking and practices in the organization

c. Evaluation of organizational training as it applies to the measurement of behavior change and improved outcomes for persons receiving services.

G. Annually, staff must complete four (4) hours of refresher training covering each of the training topics listed in items D, E, and F above.

H. For each staff, the license holder must document, in the personnel record, completion of core training, function-specific training, and competency testing or assessment. Documentation must include the following:

a. Date of training

b. Testing or assessment completion

c. Number of training hours per subject area

d. Name and qualifications of the trainer or instructor.

I. The license holder must verify and maintain evidence of staff qualifications in the personnel record. The documentation must include the following:

a. Education and experience qualifications relevant to the staff's scope of practice, responsibilities assigned to the staff, and the needs of the general population of persons served by the program; and

b. Professional licensure, registration, or certification, when applicable.

Policy reviewed and authorized by:
Natalie Kallas, Licensed Social Worker (LSW)
Designated Manager, Best Care LLC
Date of last policy review: July 29th, 2020
Date of last policy revision: July 29th, 2020
Legal Authority: MS §§ 245D.06, subd. 5 to subd, 8; 245D.061, MR part 9544.0110

## FRAUD, WASTE AND ABUSE POLICY

Evidence of fraud will be submitted to the Surveillance and Integrity Review (SIRS) Unit of DHS. Fraud of Medicaid funding is a felony.

Fraud, Waste and Abuse Defined:

Fraud: an intentional act of deception, misrepresentation or concealment in order to gain something of value. Examples include:

• Billing for services that were never rendered;
• Billing for services at a higher rate than is actually justified; and
• Deliberately misrepresenting services, resulting in unnecessary cost to the Medicare program, improper payments to providers or overpayments.

Waste: over-utilization of services (not caused by criminally negligent actions) and the misuse of resources.

Abuse: excessive or improper use of services or actions that are inconsistent with acceptable business or medical practice. "Abuse" refers to incidents that, although not fraudulent, may directly or indirectly cause financial loss. Examples include:

• Charging in excess for service of supplies; and
• Providing medically unnecessary services; and
• Billing for items or services that should not be paid for by Medicare.

Fraud, Waste and Abuse Compliance Plan: The following applies to detect, prevent and correct fraud, waste, and abuse as required by applicable state and federal laws and regulations:

Standards of Conduct:

• Fraud will not be tolerated;
• Providing false information on a timesheet is fraud;
• Billing for services not provided is fraud;
• Giving or receiving any type of kick back is fraud; and
• Failure to refund or return overpayments is fraud.

Compliance Plan (measures to detect, prevent and correct fraud, waste and abuse):

• Random audits of timesheets for overuse and fraud;
• Background checks on Board of Directors, managing employees, and all workers to determine whether any have been convicted of health care fraud;
• Home visits to monitor use of services;
• Open-door policy to report possible misuse of Medicare or Plan funds; and
• Random audits of billing claims (billing code must reflect the services provided).

Training (addresses detection, preventing and correcting fraud, waste and abuse):

• Policy and Procedures which address fraud and the reporting of fraud, waste and abuse;
• Employee contract which addresses fraud and abuse;
• Responsible Party contract which addresses detection, prevention and correcting fraud, waste and abuse; and
• Time sheets which address issues of fraud and abuse.

Disciplinary Actions:

• Employees who commit fraud may be terminated;
• Services could be terminated for a client who commits fraud; and
• Committing fraud may result in jail time, probation, deportation, fines, or exclusion from services or work in this field or a job requiring a background study.

Reporting Fraud:

• Any employee and/or manager can file a claim of fraud, abuse or waste to Best Care;
• Claims will be addressed by a member of the Best Care management team within 5 business days from receiving the claim;
• The Best Care Incident Review team reviews incidents of fraud at least monthly; and
• Compliance concerns, suspected or actual misconduct involving Medicaid programs will be reported to SIRS.

Responding to Detected Offenses and Corrective Action:

• Offenses will be reported to SIRS;
• Over payment will be returned to the funding source; and
• Retraining to prevent similar offenses;
• Disciplinary action up to and including termination of the employee or the participant.

Avoiding Fraud: The 245D Program is funded by Federal Medical Assistance. It is a crime to provide false information for Medical Assistance payments.

The PCA / 245D Employee:

• Can only be paid for work done when the employee is physically present and providing necessary care for the participant;
• Cannot be asked or told to split pay with the client or Responsible Party;

• Cannot work when the client is at in the hospital, at school, receiving in-patient care, in a nursing home, respite care facility, or is incarcerated; and
• Cannot submit a time sheet for hours not worked.

Conduct on the Job (the Employee, when at work):

• Shall provide care as specified in the Coordinated Services and Support Plan (CSSP) and Addendum, and shall follow written and oral directions from the Participant, Responsible Party / Legal Guardian and the Qualified Professional / 245D Designated Coordinator;
• Shall arrive on time and not leave work early;
• Shall not steal from or mistreat the Participant;

• Shall not consume alcohol or be under the influence of any illegal drugs; and
• Shall not use cell phones, text message or engage in personal business.

Illegal Payment Schemes:

• Both the Employee and the Responsible Party shall be held accountable for signing a fraudulent time sheet
• The following conduct is not acceptable and is fraudulent:

1. The Responsible Party signs a time sheet for a certain payroll period when the Employee did not actually work those hours. (As an example, the Employee and Responsible Party send in a timesheet showing the Employee worked on Wednesday of the prior week. On that Wednesday, the Employee was out on vacation in another state and could not have actually worked on that day.)
2. The time sheet is signed before hours are actually worked.

Identity Theft: Using an identification that does not belong to that person to obtain payment and/or services.

False Claims Act: Prohibits any person from knowingly presenting or causing a fraudulent claim for payment.

Anti-Kickback Statute: Makes it a crime to knowingly and willfully offer, pay, solicit, or receive, directly or indirectly, anything of value to induce or reward referrals of items or services reimbursable by a Federal health care program.

Reporting Fraud, Waste and Abuse: Everyone has the right and responsibility to report actual and possible fraud, waste or abuse. You may report anonymously, and retaliation is prohibited when you report a concern in good faith.

Additional Resources: Federal government websites are sources of information regarding detection, correction and prevention of fraud, waste and abuse:

Best Care
2562 7$^{Th}$ Avenue East Suite 201
North St. Paul, MN 55109
651-330-2550

DHS SIRS
651-431-2650
1-800-657-3750
DHS Office of Inspector General: http://mn.gov/dhs/general-public/office-of-inspector-general/report-fraud/index.jsp

Centers for Medicare & Medicaid Services (CMS): https://www.cms.gov/medicare-medicaid-coordination/fraud-prevention/fraudabuseforconsumers/report_fraud_and_suspected_fraud.html

FAILURE TO FOLLOW THE FRAUD, WASTE, AND ABUSE POLICY CAN RESULT IN IMMEDIATE TERMINATION

Annually Participants/Responsible Parties and Employees are required to go through training on Fraud Waste and Abuse and sign off that they received the training and agree to follow the policies.

## GRIEVANCE POLICY

### I. Policy

It is the policy of the agency that recipients have the right to respectful and responsive services. We are committed to providing a simple complaint process for the people served by the agency and their authorized or legal representatives to bring grievances forward and have them resolved in a timely manner.

## II. Procedures

A. Service Initiation

A person receiving services and their case manager will be notified of this policy, and provided a copy, within five working days of service initiation.

B. How to File a Grievance

1. The person receiving services or person's authorized or legal representative:

a. Should talk to a staff person that they feel comfortable with about their complaint or problem;
b. Clearly inform the staff person that they are filing a formal grievance and not just an informal complaint or problem; and
c. May request staff assistance in filing a grievance.

2. If the person or person's authorized or legal representative does not believe that their grievance has been resolved they may bring the complaint to the highest level of authority in Best Care.

That person is the agency Administrator.

They may be reached at 2562 7th Avenue East Suite 201, North Saint Paul, MN 55109 or (651) 330-2550.

C. Response by Best Care

1. Upon request, staff will provide assistance with the complaint process to the service recipient and their authorized representative. This assistance will include:

a. The name, address, and telephone number of outside agencies to assist the person; and
b. Responding to the complaint in such a manner that the service recipient or authorized representative's concerns are resolved.

2. Best Care will respond promptly to grievances that affect the health and safety of service recipients.
3. All other complaints will be responded to within 14 calendar days of the receipt of the complaint.
4. All complaints will be resolved within 30 calendar days of the receipt.
5. If the complaint is not resolved within 30 calendar days, Best Care will document the reason for the delay and a plan for resolution.
6. Once a complaint is received, Best Care is required to complete a complaint review. The complaint review will include an evaluation of whether:

a. Related policy and procedures were followed;
b. Related policy and procedures were adequate;
c. There is a need for additional staff training;
d. The complaint is similar to past complaints with the persons, staff, or services involved; and
e. There is a need for corrective action by the agency to protect the health and safety of persons receiving services.

7. Based on this review, the agency shall develop, document, and implement a corrective action plan designed to correct current lapses and prevent future lapses in performance by staff or the agency, if any.

8. Best Care will provide a written summary of the complaint and a notice of the complaint resolution to the person and case manager that:

a. Identifies the nature of the complaint and the date it was received;
b. Includes the results of the complaint review; and
c. Identifies the complaint resolution, including any corrective action.

D. The complaint summary and resolution notice shall be maintained in the person's record.

**HOME CARE BILL OF RIGHTS**

- A person who receives home care services has these rights:
- The right to receive written information about rights in advance of receiving care or during the initial evaluation visit before the initiation of treatment, including what to do if rights are violated.
- The right to receive care and services according to a suitable and up-to-date plan, and subject to accepted medical or nursing standards, to take an active part in creating and changing the plan and evaluating care and services.
- The right to be told in advance of receiving care about the services that will be provided, the disciplines that will furnish care, the frequency of visits proposed to be furnished, other choices that are available, and the consequences of these choices, including the consequences of refusing these services.
- The right to be told in advance, of any changes in the plan of care and to take an active part in any changes.
- The right to refuse services or treatment.
- The right to know, in advance, any limits to the services available from a provider, and the provider's grounds for termination of services.
- The right to know, in advance of receiving care whether the services are covered by health insurance, medical assistance, or other health programs, the charges for services that will not be covered by Medicare, and the charges that the individual may have to pay.
- The right to know what the charges are for services, no matter who will be paying the bill.
- The right to know that there may be other services available in the community, including other home care services and providers, and to know where to go for information about these services.
- The right to choose freely among available providers and to change providers after services have begun, within the limits of health insurance, medical assistance, or other health programs
- The right to have personal, financial, and medical information kept private, and to be advised of the provider's policies and procedures regarding disclosure of such information.
- The right to be allowed access to records and written information from records in accordance with section 144.335.
- The right to be served by people who are properly trained and competent to perform their duties.
- The right to be treated with courtesy and respect, and to have the patient's property treated with respect.
- The right to be free from physical and verbal abuse.

- The right to reasonable, advance notice of changes in services or charges, including at least 10 day's advance notice of the termination of a service by a provider, except in cases where:

  - The recipient of services engages in conduct that alters the conditions of employment as specified in the employment contract between the home care provider and the individual providing home care services, or creates an abusive or unsafe work environment for the individual providing home care services; or

  - An emergency for the informal caregiver or a significant change in the recipient's condition has resulted in service needs that exceed the current service provider agreement and that cannot be safely met by the home care provider.

- The right to a coordinated transfer when there will be a change in the provider of services.

- The right to voice grievances regarding treatment or care that is, or fails to be, furnished, or regarding the lack of courtesy or respect to the patient or the patient's property.

- The right to know how to contact an individual associated with the provider who is responsible for handling problems and to have the provider investigate and attempt to resolve the grievance or complaint.

- The right to know the name and address of the state or county agency to contact for additional information or assistance.

- The right to assert these rights personally, or have them asserted by the patient's family or guardian when the patient has been judged incompetent, without retaliation.

- IF YOU HAVE A COMPLAINT ABOUT THE AGENCY OR PERSON PROVIDING YOU HOME CARE SERVICES, YOU MAY CALL, WRITE, OR VISIT THE OFFICE OF HEALTH FACILITY COMPLAINTS, MINNESOTA DEPARTMENT OF HEALTH. YOU MAY ALSO CONTACT THE OMBUDSMAN FOR LONG-TERM CARE.

  Office of Health Facility Complaints
  (651) 201-4201
  1-800- 369-7994
  Fax: (651) 281-9796
  Mailing Address:
  Minnesota Department of Health Office of Health Facility Complaints 85 East Seventh Place, Suite 220
  P.O. Box 64970
  St. Paul, Minnesota 55164-0970
  Ombudsman for Long-Term Care
  (651) 431-2555
  1-800-657-3591
  Fax: (651) 431-7452
  Mailing Address:
  Home Care Ombudsman Ombudsman for Long-Term Care PO Box 64971
  St. Paul, MN 55164-0971

## MALTREATMENT OF VULNERABLE ADULTS REVIEW AND REPORTING

### I. Policy

It is the policy of the agency to protect the adults served by this agency who are vulnerable to maltreatment and to require the reporting of suspected maltreatment of vulnerable adults.

### II. Procedures

A. Who Should Report Suspected Maltreatment of a Vulnerable Adult

1. As a mandated reporter, if you know or suspect that a vulnerable adult has been maltreated, you must report it immediately. Immediately means as soon as possible, but no longer than 24 hours from the time initial knowledge that the incident occurred has been received.

B. Where to Report - You can make an external or an internal report.

1. You may make an external report to the Minnesota Adult Abuse Reporting Center (MAARC) at:

a. **844-880-1574**
2. You may make an internal report to the agency Office.

C. Internal Report

1. When an internal report is received, the person receiving the report is responsible for deciding if a report to the Common Entry Point is required based on this policy. If that person is involved in the suspected maltreatment, the Office Manager will assume responsibility for deciding if the report must be forwarded to MAARC.
2. The report to MAARC must be as soon as possible, but no longer than 24 hours from the time initial knowledge that the incident occurred has been received.
3. If you have reported internally, you must receive, within two working days, a written notice that tells you whether or not your report has been forwarded MAARC. The written notice must be given to you in a manner that protects your confidentiality as a reporter. It shall inform you that if you are not satisfied with the action taken by the facility on whether to report the incident to the common entry point, you may still make an external report to the MAARC. It must also inform you that you are protected against retaliation by the agency if you make a good faith report to the MAARC.

D. What to Report

1. Definitions of maltreatment of vulnerable adults are contained in Minnesota Statutes, section 626.5572.
2. An external or internal report should contain enough information to identify the vulnerable adult, the caregiver, the nature and extent of the suspected maltreatment, any evidence of previous maltreatment, the name and address of the reporter, the time, date, and location of the incident, and any other information that the reporter believes might be helpful in investigating the suspected maltreatment.

E. Failure to Report

1. A mandated reporter who negligently or intentionally fails to report suspected maltreatment of a vulnerable adult is liable for damages caused by the failure to report.

F. Internal Review

1. When the agency has reason to know that an internal or external report of alleged or suspected maltreatment has been made, the agency must complete an internal review and take corrective action, if necessary, to protect the health and safety of vulnerable adults.
2. The internal review must include an evaluation of whether:
a. Related policies and procedures were followed;

b. The policies and procedures were adequate;
c. There is a need for additional staff training;
d. The reported event is similar to past events with the vulnerable adults or the services involved; and
e. There is a need for corrective action by the agency to protect the health and safety of vulnerable adults.

G. Primary and Secondary Person or Position to Ensure Internal Reviews are Completed

1. The internal review will be completed by the Administrator.
2. If this individual is involved in the alleged or suspected maltreatment, internal review will be completed by the Office Manager.

H. Documentation of the Internal Review

1. The agency must document completion of the internal review and provide documentation of the review to the DHS upon the commissioner's request.

I. Corrective Action Plan

1. Based on the results of the internal review, the agency must develop, document, and implement a corrective action plan designed to correct current lapses and prevent future lapses in performance by individuals or the agency, if any.

J. Staff Training

1. The agency shall ensure that each new mandated reporter receives an orientation within 72 hours of first providing direct contact services to a vulnerable adult and annually thereafter. The orientation and annual review shall inform the mandated reporter of the reporting requirements and definitions under Minnesota Statutes, sections 626.557 and 626.5572, the requirements of Minnesota Statutes, section 245A.65, and all internal policies and procedures related to the prevention and reporting of maltreatment of individuals receiving services.
2. The agency shall document the provision of this training, monitor implementation by staff, and ensure that the policy is readily accessible to staff, as specified under Minnesota Statutes, section 245A.04, subdivision 14.

**THIS REPORTING POLICY SHALL BE POSTED IN A PROMINENT LOCATION, AND BE MADE AVAILABLE UPON REQUEST.**

**Maltreatment**

"Maltreatment" means abuse as defined in subdivision 2, **neglect** as defined in subdivision 17, or **financial exploitation** as defined in subdivision 9. 21

**Abuse**

"Abuse" means:

1) An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of:

a) assault in the first through fifth degrees
b) the use of drugs to injure or facilitate crime
c) the solicitation, inducement, and promotion of prostitution
d) criminal sexual conduct in the first through fifth degrees Definitions:

A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction.

2) Conduct which is not an accident or therapeutic conduct as defined in this section, which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following:

a) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult;
b) use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening;
c) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and

d) use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions

3) Any sexual contact or penetration between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility.

4) The act of forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult's will to perform services for the advantage of another.

5) For purposes of this section, a vulnerable adult is not abused for the sole reason that the vulnerable adult or a person with authority to make health care decisions for the vulnerable adult, refuses consent or withdraws consent, consistent with that authority and within the boundary of reasonable medical practice, to any therapeutic conduct, including any care, service, or procedure to diagnose, maintain, or treat the physical or mental condition of the vulnerable adult or, where permitted under law, to provide nutrition and hydration parenterally or through intubation. This paragraph does not enlarge or diminish rights otherwise held under law by:
a) a vulnerable adult or a person acting on behalf of a vulnerable adult, including an involved family member, to consent to or refuse consent for therapeutic conduct; or

b) a caregiver to offer or provide or refuse to offer or provide therapeutic conduct.

6) For purposes of this section, a vulnerable adult is not abused for the sole reason that the vulnerable adult, a person with authority to make health care decisions for the vulnerable adult, or a caregiver in good faith selects and depends upon spiritual means or prayer for treatment or care of disease or remedial care of the vulnerable adult in lieu of medical care, provided that this is consistent with the prior practice or belief of the vulnerable adult or with the expressed intentions of the vulnerable adult.

7) For purposes of this section, a vulnerable adult is not abused for the sole reason that the vulnerable adult, who is not impaired in judgment or capacity by mental or emotional dysfunction or undue influence, engages in consensual sexual contact with:
a) a person, including a facility staff person, when a consensual sexual personal relationship existed prior to the caregiving relationship; or

b) a personal care attendant, regardless of whether the consensual sexual personal relationship existed prior to the caregiving relationship.

**Financial exploitation**

1) "Financial exploitation" means:
a) In breach of a fiduciary obligation recognized elsewhere in law, including pertinent regulations, contractual obligations, documented consent by a competent person, or the obligations of a responsible party:
i) engages in unauthorized expenditure of funds entrusted to the actor by the vulnerable adult which results or is likely to result in detriment to the vulnerable adult; or

ii) fails to use the financial resources of the vulnerable adult to provide food, clothing, shelter, health care, therapeutic conduct or supervision for the vulnerable adult, and the failure results or is likely to result in detriment to the vulnerable adult.

2) In the absence of legal authority a person:

a) willfully uses, withholds, or disposes of funds or property of a vulnerable adult;
b) obtains for the actor or another the performance of services by a third person for the wrongful profit or advantage of the actor or another to the detriment of the vulnerable adult;
c) acquires possession or control of, or an interest in, funds or property of a vulnerable adult through the use of undue influence, harassment, duress, deception, or fraud; or

d) forces, compels, coerces, or entices a vulnerable adult against the vulnerable adult's will to perform services for the profit or advantage of another.

3) Nothing in this definition requires a facility or caregiver to provide financial management or supervise financial management for a vulnerable adult except as otherwise required by law.

**Neglect**
1) The failure or omission by a caregiver to supply a vulnerable adult with care or services, including but not limited to, food, clothing, shelter, health care, or supervision which is:
a) reasonable and necessary to obtain or maintain the vulnerable adult's physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult; and

b) which is not the result of an accident or therapeutic conduct.

2) The absence or likelihood of absence of care or services, including but not limited to, food, clothing, shelter, health care, or supervision necessary to maintain the physical and mental health of the vulnerable adult which a reasonable person would deem essential to obtain or maintain the vulnerable adult's health, safety, or comfort considering the physical or mental capacity or dysfunction of the vulnerable adult.

3) For purposes of this section, a vulnerable adult is not neglected for the sole reason that:

a) the vulnerable adult or a person with authority to make health care decisions for the vulnerable adult, refuses consent or withdraws consent, consistent with that authority and within the boundary of reasonable medical practice, to any therapeutic conduct, including any care, service, or procedure to diagnose, maintain, or treat the physical or mental condition of the vulnerable adult, or, where permitted under law, to provide nutrition and hydration parenterally or through intubation; this paragraph does not enlarge or diminish rights otherwise held under law by:

i) a vulnerable adult or a person acting on behalf of a vulnerable adult, including an involved family member, to consent to or refuse consent for therapeutic conduct; or

ii) a caregiver to offer or provide or refuse to offer or provide therapeutic conduct; or

b) the vulnerable adult, a person with authority to make health care decisions for the vulnerable adult, or a caregiver in good faith selects and depends upon spiritual means or prayer for treatment or care of disease or remedial care of the vulnerable adult in lieu of medical care, provided that this is consistent with the prior practice or belief of the vulnerable adult or with the expressed intentions of the vulnerable adult;

c) the vulnerable adult, who is not impaired in judgment or capacity by mental or emotional dysfunction or undue influence, engages in consensual sexual contact with:

i) a person including a facility staff person when a consensual sexual personal relationship existed prior to the caregiving relationship; or

ii) a personal care attendant, regardless of whether the consensual sexual personal relationship existed prior to the caregiving relationship; or

d) an individual makes an error in the provision of therapeutic conduct to a vulnerable adult which does not result in injury or harm which reasonably requires medical or mental health care; or

e) an individual makes an error in the provision of therapeutic conduct to a vulnerable adult that results in injury or harm, which reasonably requires the care of a physician, and:

i) the necessary care is provided in a timely fashion as dictated by the condition of the vulnerable adult;

ii) if after receiving care, the health status of the vulnerable adult can be reasonably expected, as determined by the attending physician, to be restored to the vulnerable adult's preexisting condition;

iii) the error is not part of a pattern of errors by the individual.

**THIS REPORTING POLICY SHALL BE POSTED IN A PROMINENT LOCATION, AND BE MADE AVAILABLE UPON REQUEST.**

Policy Reviewed: April 1st, 2020

## MALTREATMENT OF MINORS REVIEW AND REPORTING

### I. Purpose

The purpose of this policy is to establish guidelines for the reporting and internal review of maltreatment of minors (children) in care.

### II. Policy

Staff who are mandated reporters must report externally all of the information they know regarding an incident of known or suspected maltreatment of a child, in order to meet their reporting requirements under law. All staff of the company who encounter maltreatment of a minor will take immediate action to ensure the safety of the child. Staff will define maltreatment as sexual abuse, physical abuse, or neglect and will refer to the definitions from MN Statutes, chapter 260E at the end of this policy.

Any person may voluntarily report to the local welfare agency, agency responsible for assessing or investigating the report, police department, the county sheriff, tribal social services agency, or tribal police department if the person knows, has reason to believe, or suspects a child is being maltreated. Staff of the company cannot shift the responsibility of reporting maltreatment to an internal staff person or position. In addition, if a staff knows or has reason to believe a child is being or has been maltreated within the preceding three years, the staff must immediately (as soon as possible but within 24 hours) make a report to the local welfare agency, agency responsible for assessing or investigating the report, police department, the county sheriff, tribal social services agency, or tribal police department.

Staff will refer to the Policy and Procedure on Reporting and Review of Maltreatment of Vulnerable Adults regarding suspected or alleged maltreatment of individuals 18 years of age or older.

### III. Procedure

A. Staff of the company who encounter maltreatment of a child, age 17 or younger, will take immediate action to ensure the safety of the child or children. If a staff knows or suspects that a child is in immediate danger, they will call “911” or local law enforcement.

B. Staff mandated to report maltreatment within a licensed facility will report the information to the agency responsible for licensing the facility. If the mandated reporter is unsure of what agency to contact, they will contact the county agency and follow their direction.

C. Staff who know or suspect that a child has been maltreated but is not in immediate danger will report to:

1. The local child welfare agency if an alleged perpetrator is a parent, guardian, family child care provider, family foster care provider, or an unlicensed personal care provider.

2. The Minnesota Department of Human Services, Licensing Division, 651-431-6600, if alleged maltreatment was committed by a staff person at a child care center, residential treatment center (children’s mental health), group home for children, minor parent program, shelter for children, chemical dependency

treatment program for adolescents, waivered services program for children, crisis respite program for children, or residential program for children with developmental disabilities.

3. Minnesota Department of Health, Office of Health Facility Complaints, 651-201-4200 or 800-369-7994, if alleged maltreatment occurred in a home health care setting, hospital, regional treatment center, nursing home, intermediate care facility for the developmentally disabled, or licensed and unlicensed care attendants.

D. Reports regarding incidents of maltreatment of children occurring within a family or in the community should be made to the local county social services agency or local law enforcement referencing the phone numbers contained within this policy.

E. When verbally reporting the alleged maltreatment to the external agency, the mandated reporter will include as much information as known to identify the child, any persons responsible for the maltreatment (if known), and the nature and extent of the maltreatment, and the name and address of the reporter.

F. If the report of suspected maltreatment within the company, the report should also include any actions taken by the company in response to the incident. If a staff attempts to report the suspected maltreatment internally, the person receiving the report will remind the staff of the requirement to report externally.

G. A verbal report of suspected maltreatment that is made to one of the listed agencies by a mandated reporter must be followed by a written report to the same agency within 72 hours, exclusive of weekends and holidays.

H. When the company has knowledge that an external report of alleged or suspected maltreatment has been made, an internal review will be completed. The Agency Administrator is the primary individual responsible for ensuring that internal reviews are completed for reports of maltreatment. If there are reasons to believe that the Agency Administrator is involved in the alleged or suspected maltreatment, the Office Manager is the secondary individual responsible for ensuring that internal reviews are completed.

I. The Internal Review will be completed within 30 calendar days. The person completing it will:

1. Ensure an Incident and Emergency Report has been completed.

2. Contact the lead investigative agency if additional information has been gathered.

3. Coordinate any investigative efforts with the lead investigative agency by serving as the company contact, ensuring that staff cooperate, and that all records are available.

4. Complete an Internal Review which will include the following evaluations of whether:

a. Related policies and procedures were followed

b. The policies and procedures were adequate

c. There is a need for additional staff training

d. The reported event is similar to past events with the children or the services involved

e. There is a need for corrective action by the license holder to protect the health and safety of the children in care

5. Complete the Alleged Maltreatment Review Checklist and compile together all documents regarding the report of maltreatment.

J. Based upon the results of the internal review, the company will develop, document, and implement a corrective action plan designed to correct current lapses and prevent future lapses in performance by individuals or the company, if any.

K. Internal reviews must be made accessible to the commissioner immediately upon the commissioner's request for internal reviews regarding maltreatment.

L. Staff will receive training on this policy, MN Statutes, section 245A.66 and chapter 260E and their responsibilities related to protecting children in care from maltreatment and reporting maltreatment. This training must be provided within 72 hours of first providing direct contact services and annually thereafter.

**EXTERNAL AGENCIES**

| **COUNTY** | **DAY** | **EVENING/WEEKEND** |
|---|---|---|
| AITKIN | (218) 927-7200 or (800) 328-3744 | (218) 927-7400 |
| ANOKA | (763) 422-7215 | (651) 291-4680 |
| BECKER | (218) 847-5628 | (218) 847-2661 |
| BELTRAMI | (218) 333-4223 | (218) 751-9111 |
| BENTON | (320) 968-5087 | (320) 968-7201 |
| BIG STONE | (320) 839-2555 | (320) 815-0215 |

| | | |
|---|---|---|
| BLUE EARTH | (507) 304-4111 | (507) 625-9034 |
| BROWN | (507) 354-8246 | (507) 233-6720 |
| CARLTON | (218) 879-4511 | (218) 384-3236 |
| CARVER | (952) 361-1600 | (952) 442-7601 |
| CASS | (218) 547-1340 | (218) 547-1424 |
| CHIPPEWA | (320) 269-6401 | (320) 269-2121 |
| CHISAGO | (651) 213-5600 | (651) 257-4100 |
| CLAY | (218) 299-5200 | (218) 299-5151 |
| CLEARWATER | (218) 694-6164 | (218) 694-6226 |
| COOK | (218) 387-3620 | (218) 387-3030 |
| COTTONWOOD | (507) 831-1891 | (507) 831-1375 |
| CROW WING | (218) 824-1140 | (218) 829-4740 |
| DAKOTA | (952) 891-7459 | (952) 891-7171 |
| DODGE | (507) 635-6170 | (507) 635-6200 |
| DOUGLAS | (320) 762-2302 | (320) 762-8151 |
| FARIBAULT | (507) 526-3265 | (507 526-5148 |

| | | |
|---|---|---|
| FILLMORE | (507) 765-2175 | (507) 765-3874 |
| FREEBORN | (507) 377-5400 | (507) 377-5205 |
| GOODHUE | (651) 385-3232 | (651) 385-3155 |
| GRANT | (218) 685-4417 | (800) 797-6190 |
| HENNEPIN | (612) 348-3552 | (612) 348-8526 |
| HOUSTON | (507) 725-5811 | (507) 725-3379 |
| HUBBARD | (218) 732-1451 | (218) 732-3331 |
| ISANTI | (763) 689-1711 | (763) 689-2141 |
| ITASCA | (218) 327-2941 | (218) 326-8565 |
| JACKSON | (507) 847-4000 | (507) 847-4420 |
| KANABEC | (320) 679-6350 | (320) 679-8400 |
| KANDIYOHI | (320) 231-7800 | (320) 235-1260 |
| KITTSON | (218) 843-2689 | (218) 843-3535 |
| KOOCHICHING | (218) 283-7000 | (218) 283-4416 |
| LAC QUI PARLE | (320) 598-7594 | (320) 598-3720 |
| LAKE | (218) 834-8400 | (218) 834-8385 |

| | | |
|---|---|---|
| LAKE OF THE WOODS | (218) 634-2642 | (218) 634-1143 |
| LE SUEUR | (507) 357-8288 | (507) 357-8545 |
| LINCOLN | (800) 810-8816 | (507) 694-1664 |
| LYON | (800) 657-3760 | (507) 537-7666 |
| MAHNOMEN | (218) 935-2568 | (218) 935-2255 |
| MARSHALL | (218) 745-5124 | (218) 745-5411 |
| MARTIN | (507) 238-4757 | (507) 238-4481 |
| MC LEOD | (320) 864-3144 | (320) 864-3134 |
| MEEKER | (320) 693-5300 | (320) 693-5400 |
| MILLE LACS | (320) 983-8208 | (320) 983-8250 |
| MORRISON | (320) 632-2951 | (320) 632-9233 |
| MOWER | (507) 437-9700 | (507) 437-9400 |
| MURRAY | (800) 657-3811 | (507) 836-6168 |
| NICOLLET | (507) 386-4528 | (507) 931-1570 |
| NOBLES | (507) 295-5213 | (507) 372-2136 |

| | | |
|---|---|---|
| NORMAN | (218) 784-5400 | (218) 784-7114 |
| OLMSTED | (507) 328-6400 | (507) 328-6583 |
| OTTER TAIL | (218) 998-8150 | (218) 998-8555 |
| PENNINGTON | (218) 681-2880 | (218) 681-6161 |
| PINE | (320) 591-1570 | (320) 629-8380 |
| PIPESTONE | (507) 825-6720 | (507) 825-6792 |
| POLK | (218) 281-8483 | (218) 281-0431 |
| POPE | (320) 634-5750 | (320) 634-5411 |
| RAMSEY | (651) 266-4500 | (651) 291-6795 |
| RED LAKE | (218) 253-4131 | (218) 253-2996 |
| REDWOOD | (507) 637-4050 | (507) 637-4036 |
| RENVILLE | (320) 523-2202 | (320) 523-1161 |
| RICE | (507) 332-6115 | (507) 210-8524 |
| ROCK | (507) 283-5070 | (507) 283-5000 |
| ROSEAU | (218) 463-2411 | (218) 463-1421 |
| SCOTT | (952) 445-7751 | (952) 496-8484 |

| | | |
|---|---|---|
| SHERBURNE | (763) 241-2600 | (763) 241-2500 |
| SIBLEY | (507) 237-4000 | (507) 237-4330 |
| ST. LOUIS | N. (218) 749-7128 or S. (218) 726-2012 | N. (218) 749-6010 or S. (218) 727-8770 |
| STEARNS | (320) 656-6225 | (320) 251-4240 |
| STEELE | (507) 444-7500 | (507) 444-3800 |
| STEVENS | (320) 589-7400 | (320) 589-2141 |
| SWIFT | (320) 843-3160 | (320) 843-3133 |
| TODD | (320) 732-4500 | (320) 732-2157 |
| TRAVERSE | (320) 563-8255 | (320) 563-4244 |
| WABASHA | (651) 565-3351 | (651) 565-3361 |
| WADENA | (218) 631-7605 | (218) 631-7600 |
| WASECA | (507) 835-0560 | (507) 835-0500 |
| WASHINGTON | (651) 430-6457 | (651) 291-6795 |
| WATONWAN | (507) 375-3294 | (507) 507-3121 |
| WILKIN | (218) 643-8013 | (218) 643-8544 |

| | | |
|---|---|---|
| WINONA | (507) 457-6200 | (507) 457-6368 |
| WRIGHT | (763) 682-7449 | (763) 682-1162 |
| YELLOW MEDICINE | (320) 564-2211 | (320) 564-2130 |

DEPARTMENT OF HUMAN SERVICES LICENSING DIVISION MALTREATMENT INTAKE: 651-431-6600

MINNESOTA STATUTES, CHAPTER 260E.03 DEFINITIONS

As used in this section, the following terms have the meanings given them unless the specific content indicates otherwise:

Subd. 12. Maltreatment. "Maltreatment" means any of the following acts or omissions:

(1) egregious harm under subdivision 5;

(2) neglect under subdivision 15;

(3) physical abuse under subdivision 18;

(4) sexual abuse under subdivision 20;

(5) substantial child endangerment under subdivision 22;

(6) threatened injury under subdivision 23;

(7) mental injury under subdivision 13; and

(8) maltreatment of a child in a facility

Subd. 5. Egregious harm. “Egregious harm” means the infliction of bodily harm to a child or neglect of a child which demonstrates a grossly inadequate ability to provide minimally adequate parental care. The egregious harm need not have occurred in the state or in the county where a termination of parental rights action is otherwise properly venued. Egregious harm includes, but is not limited to:

(1) conduct towards a child that constitutes a violation of sections 609.185 to 609.2114, 609.222, subdivision 2, 609.223, or any other similar law of any other state;

(2) the infliction of "substantial bodily harm" to a child, as defined in section 609.02, subdivision 7a;

(3) conduct towards a child that constitutes felony malicious punishment of a child under section 609.377;

(4) conduct towards a child that constitutes felony unreasonable restraint of a child under section 609.255, subdivision 3;

(5) conduct towards a child that constitutes felony neglect or endangerment of a child under section 609.378;

(6) conduct towards a child that constitutes assault under section 609.221, 609.222, or 609.223;

(7) conduct towards a child that constitutes solicitation, inducement, or promotion of, or receiving profit derived from prostitution under section 609.322;

(8) conduct towards a child that constitutes murder or voluntary manslaughter as defined by United States Code, title 18, section 1111(a) or 1112(a);

(9) conduct towards a child that constitutes aiding or abetting, attempting, conspiring, or soliciting to commit a murder or voluntary manslaughter that constitutes a violation of United States Code, title 18, section 1111(a) or 1112(a); or

(10) conduct toward a child that constitutes criminal sexual conduct under sections 609.342 to 609.345

Subd. 15. Neglect. (a) "Neglect" means the commission or omission of any of the acts specified under clauses (1) to (8), other than by accidental means:

(1) failure by a person responsible for a child's care to supply a child with necessary food, clothing, shelter, health, medical, or other care required for the child's physical or mental health when reasonably able to do so;

(2) failure to protect a child from conditions or actions that seriously endanger the child's physical or mental health when reasonably able to do so, including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;

(3) failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors as the child's age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for the child's own basic needs or safety, or the basic needs or safety of another child in their care;

(4) failure to ensure that the child is educated as defined in sections 120A.22 and 260C.163, subdivision 11, which does not include a parent's refusal to provide the parent's child with sympathomimetic medications, consistent with section 125A.091, subdivision 5;

(5) prenatal exposure to a controlled substance, as defined in section 253B.02, subdivision 2, used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child at birth, medical effects or developmental delays during the child's first year of life that medically indicate prenatal exposure to a controlled substance, or the presence of a fetal alcohol spectrum disorder;

(6) medical neglect, as defined in section 260C.007, subdivision 6, clause (5);

(7) chronic and severe use of alcohol or a controlled substance by a person responsible for the child's care that adversely affects the child's basic needs and safety; or

(8) emotional harm from a pattern of behavior that contributes to impaired emotional functioning of the child, which may be demonstrated by a substantial and observable effect in the child's behavior, emotional response, or cognition that is not within the normal range for the child's age and stage of development, with due regard to the child's culture.

(b) Nothing in this chapter shall be construed to mean that a child is neglected solely because the child's parent, guardian, or other person responsible for the child's care in good faith selects and depends upon spiritual means or prayer for treatment or care of disease or remedial care of the child in lieu of medical care.

(c) This chapter does not impose upon persons not otherwise legally responsible for providing a child with necessary food, clothing, shelter, education, or medical care a duty to provide that care.

Subd. 18. Physical abuse. (a) "Physical abuse" means any physical injury, mental injury under subdivision 13, or threatened injury under subdivision 23, inflicted by a person responsible for the child's care on a child other than by accidental means, or any physical or mental injury that cannot reasonably be explained by the child's history of injuries, or any aversive or deprivation procedures, or regulated interventions, that have not been authorized under section 125A.0942 or 245.825.

(b) Abuse does not include reasonable and moderate physical discipline of a child administered by a parent or legal guardian that does not result in an injury. Abuse does not include the use of reasonable force by a teacher, principal, or school employee as allowed by section 121A.582.

(c) For the purposes of this subdivision, actions that are not reasonable and moderate include, but are not limited to, any of the following:

(1) throwing, kicking, burning, biting, or cutting a child;

(2) striking a child with a closed fist;

(3) shaking a child under age three;

(4) striking or other actions that result in any nonaccidental injury to a child under 18 months of age;

(5) unreasonable interference with a child's breathing;

(6) threatening a child with a weapon, as defined in section 609.02, subdivision 6;

(7) striking a child under age one on the face or head;

(8) striking a child who is at least age one but under age four on the face or head, which results in an injury;

(9) purposely giving a child:

(i) poison, alcohol, or dangerous, harmful, or controlled substances that were not prescribed for the child by a practitioner in order to control or punish the child; or

(ii) other substances that substantially affect the child's behavior, motor coordination, or judgment; that result in sickness or internal injury; or that subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances;

(10) unreasonable physical confinement or restraint not permitted under section 609.379, including but not limited to tying, caging, or chaining; or

(11) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under section 121A.58

Subd. 20. Sexual abuse. "Sexual abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child, or by a person in a current or recent position of authority, to any act that constitutes a violation of section 609.342 (criminal sexual conduct in the first degree), 609.343 (criminal sexual conduct in the second degree), 609.344 (criminal sexual conduct in the third degree), 609.345 (criminal sexual conduct in the fourth degree), 609.3451 (criminal sexual conduct in the fifth degree), or 609.352 (solicitation of children to engage in sexual conduct; communication of sexually explicit materials to children). Sexual abuse also includes any act involving a child that constitutes a violation of prostitution offenses under sections 609.321 to 609.324 or 617.246. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes child sex trafficking as defined in section 609.321, subdivisions 7a and 7b. Sexual abuse includes threatened sexual abuse, which includes the status of a parent or household member who has committed a violation that requires registration as an offender under section 243.166, subdivision 1b, paragraph (a) or (b), or required registration under section 243.166, subdivision 1b, paragraph (a) or (b).

Subd. 22. Substantial child endangerment. "Substantial child endangerment" means that a person responsible for a child's care, by act or omission, commits or attempts to commit an act against a child under their care that constitutes any of the following:

(1) egregious harm under subdivision 5;

(2) abandonment under section 260C.301, subdivision 2;

(3) neglect under subdivision 15, paragraph (a), clause (2), that substantially endangers the child's physical or mental health, including a growth delay, which may be referred to as failure to thrive, that has been diagnosed by a physician and is due to parental neglect;

(4) murder in the first, second, or third degree under section 609.185, 609.19, or 609.195;

(5) manslaughter in the first or second degree under section 609.20 or 609.205;

(6) assault in the first, second, or third degree under section 609.221, 609.222, or 609.223;

(7) solicitation, inducement, and promotion of prostitution under section 609.322;

(8) criminal sexual conduct under sections 609.342 to 609.3451;

(9) solicitation of children to engage in sexual conduct under section 609.352;

(10) malicious punishment or neglect or endangerment of a child under section 609.377 or 609.378;

(11) use of a minor in sexual performance under section 617.246; or

(12) parental behavior, status, or condition that mandates that the county attorney file a termination of parental rights petition under section 260C.503, subdivision 2.

Subd. 23. Threatened injury. (a) "Threatened injury" means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury.

(b) Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child's care, as defined in subdivision 17, who has:

(1) subjected a child to, or failed to protect a child from, an overt act or condition that constitutes egregious harm under subdivision 5 or a similar law of another jurisdiction;

(2) been found to be palpably unfit under section 260C.301, subdivision 1, paragraph (b), clause (4), or a similar law of another jurisdiction;

(3) committed an act that resulted in an involuntary termination of parental rights under section 260C.301, or a similar law of another jurisdiction; or

(4) committed an act that resulted in the involuntary transfer of permanent legal and physical custody of a child to a relative under Minnesota Statutes 2010, section 260C.201, subdivision 11, paragraph (d), clause (1), section 260C.515, subdivision 4, or a similar law of another jurisdiction.

(c) A child is the subject of a report of threatened injury when the local welfare agency receives birth match data under section 260E.14, subdivision 4, from the Department of Human Services.

Subd. 13. Mental injury. "Mental injury" means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child's ability to function within a normal range of performance and behavior with due regard to the child’s culture.

THIS REPORTING POLICY SHALL BE MADE AVAILABLE UPON ADMISSION.

Policy Reviewed and Updated: July 29th, 2020

## INCIDENT RESPONSE AND REPORTING

The agency shall respond to all incidents under section that occur while providing services to protect the health and safety of and minimize risk of harm to recipients. All employees and clients should thoroughly know the agency's policy on reporting incidents. All incidents should be reported to the agency immediately. Immediately means as soon as possible but in no event longer than 24 hours.

You should report any of the following immediately upon discovery:

(1) Serious injury including:

a. Fractures;
b. Dislocations;
c. Evidence of internal injuries;
d. Head injuries with loss of consciousness;
e. Lacerations;
f. Serious burns;
g. Injuries to teeth;
h. Injuries to the eyeball;
i. Ingestion of foreign substances;
j. Near drowning;
k. Heat exhaustion; or
l. Other injuries considered serious by a physician.

(2) A person's death;
(3) Any medical emergency, unexpected serious illness, or significant unexpected change in an illness or medical condition, or the mental health status of a person that requires calling 911 or a mental health crisis intervention team, physician treatment, or hospitalization;
(4) A person's unauthorized or unexplained absence from a program;
(5) Physical aggression by a person receiving services against another person receiving services that causes physical pain, injury, or persistent emotional distress, including, but not limited to, hitting, slapping, kicking, scratching, pinching, biting, pushing, and spitting;
(6) Any sexual activity between persons receiving services involving force or coercion; or
(7) A report of alleged or suspected child or vulnerable adult maltreatment.

## NOTICE OF HEALTH INFORMATION DATA PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

If you have any questions about this notice, please contact Best Care Management.

Each time you visit a hospital, physician, or other health care provider, a record of your visit is made. Typically, this record contains your symptoms, examination, test results, diagnoses, treatment, a plan for future care or treatment, and billing-related information. This notice applies to all the records of your care generated by Best Care whether made by home care personnel, agents of Best Care.

## OUR RESPONSIBILITY

Best Care and Best Care staff are required by law and by our own standards to maintain the privacy of your health information and provide you with a description of our privacy practices. We will abide by the terms of this notice.

**USES AND DISCLOSURES**

This law permits us to use and/or disclose Protected Health Information to carry out treatment, payment and other healthcare operations.

**FOR TREATMENT:** We may use your medical information to provide treatment or services to you. We may disclose your medical information to doctors, nurses, technicians, medical students, or other home care personnel who are involved in taking care of you at Best Care. For example, a doctor treating you for a broken leg may need to know if you have diabetes because diabetes may slow the healing process. Different personnel in the home care agency also may share your medical information in order to coordinate the different things you may need, such as prescriptions or lab work.

**FOR PAYMENT:** We may use and disclose medical information about your treatment and services to bill and collect payment from you, your insurance company or a third party payer. For example, we may need to give your insurance company information about your care so they will pay us or reimburse you for the treatment. We may also tell your health plan about treatment you are going to receive to determine whether your plan will cover it.

**FOR HEALTHCARE OPERATIONS:** Members of the care team and/or quality improvement team may use information in your health record to assess the care and outcomes in your case and others like it. The results will then be used to continually improve the quality of care for all clients we serve. For example, we may combine medical information about many clients to evaluate the need for new services or treatment. We may disclose information to doctors, nurses and other students for education purposes. And we may combine medical information we have with that of other agencies to see where we can make improvements. We may remove information that identifies you from this set of medical information to protect your privacy.

We may also use and disclose medical information:

- To business associates we have contracted with to perform the agreed upon service and billing for it;
- To remind you that you have an appointment for medical care;
- To assess your satisfaction with our services;
- To tell you about possible treatment alternatives;
- To tell you about health-related benefits or services;
- To contact you as part of fundraising efforts;
- To inform Funeral Directors consistent with applicable law;
- For population based activities relating to improving health or reducing health care costs; and
- For conducting training programs or reviewing competence of healthcare professionals

**BUSINESS ASSOCIATES:** There are some services provided in our organization through contracts with business associates. Examples include some rehabilitative therapy services such as physical, speech and/or occupational therapy. When these services are contracted, we may disclose your health information to our business associate so that they can perform the job we have asked them to do and bill you or your third-party payer for services rendered. To protect your health information, however, we require the business associate to appropriately safeguard your information.

**INDIVIDUALS INVOLVED IN YOUR CARE OR PAYMENT FOR YOUR CARE:** We may disclose to your family, a relative, a close friend or any other person you identify as your emergency contact(s), your health information that relates to that person's involvement in your care or payment related to your care. In addition, we may disclose your medical information to an entity assisting in a disaster relief effort so that your family can be notified about your condition, status and location.

**RESEARCH:** We may disclose information to researchers after an institutional review board has reviewed the research proposal and established protocols to ensure the privacy of your health information has approved their research.

**FUTURE COMMUNICATION:** We may communicate to you via newsletters, direct mail or other means regarding treatment options, health related information, disease-management programs, wellness programs, or other community based initiatives or activities our home care agency is participating in.

**AS REQUIRED BY LAW**, we also may use and disclose health information for the following types of entities, including but not limited to:

- Food and Drug Administration
- Public health or legal authorities charged with preventing or controlling disease, injury or disability
- Correctional institutions
- Workers compensation agents
- Organ and tissue donation organizations
- Military command authorities
- Health oversight agencies
- Funeral directors, coroners and medical directors
- National security and intelligence agencies
- Protective services for the President of the United States and others

**LAW ENFORCEMENT/LEGAL PROCEEDINGS:** We may disclose health information for law enforcement purposes as required by law or in response to a valid subpoena or court order.
**STATE SPECIFIC REQUIREMENTS:** Many states have requirements for reporting including population-based activities relating to improving health or reducing healthcare costs. Some states have separate privacy laws that may apply additional legal requirements. If the State privacy laws are more stringent than Federal privacy laws, the State law preempts the Federal law.

**HEALTH INFORMATION RIGHTS**

Although your health record is the physical property of the health care practitioner, facility, or home care agency that compiled it, you have the RIGHT to:

- **INSPECT & RECEIVE COPY:** You have the right to inspect and have copied protected health information that is in a designated record set and may be used to make decisions about your care after completion of appropriate forms. Usually, this includes medical and billing records, but does not include psychotherapy notes, information compiled in reasonable anticipation of, or use in a civil, criminal or administrative action or proceedings. We may deny your request to inspect and have copied certain protected health information. If you are denied access to medical information, you may request that denial be reviewed. A licensed healthcare professional chosen by Best Care will review your request and the denial. The person conducting the review will not be the person who denied your request. We will comply with the outcome of the review.
- **AMEND:** If you feel that your medical information is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment in writing for as long as the information is kept by or for Best Care. We may deny your request for an amendment and if this occurs, you will be notified of the reason for the denial. To request an amendment, your request must be made in writing and submitted to Best Care.
- **AN ACCOUNTING OF DISCLOSURES:** You have the right to request an accounting of disclosures of your health information. This is a list of certain disclosures we make of your medical information for purposes other than treatment, payment or healthcare operations as described in this Notice of Privacy Practices.

- **REQUEST RESTRICTIONS:** You have the right to request a restriction or limitation on the medical information we use or disclose about you for treatment, payment, or healthcare operations. You also have the right to request a limit on the medical information we disclose about you to someone who is involved in your care or in the payment for your care, like a family member or friend. For example, you could ask that we not use or disclose information about a surgery you had. We are required to notify you if we are unable to agree to a requested restriction.
- **REQUEST CONFIDENTIAL COMMUNICATIONS:** You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. For example, you may ask that we contact you at work or by U.S. Mail. Best Care will grant requests for confidential communications at alternative locations and/or via alternative means only if the request is submitted in writing and the written request includes a complete mailing address. This address must be where the individual will receive bills for service rendered by Best Care and related correspondence regarding payment for services. We reserve the right to contact you by other means and at other locations if you fail to respond to any communication from us that requires a response. We will notify you in accordance with your original request prior to attempting to contact you by other means or at another location.
- **A PAPER COPY OF THIS NOTICE:** You have the right to a paper copy of this notice, as provided to you on your start of services with Best Care. Even if you have agreed to receive this notice electronically, you are still entitled to a paper copy of this notice.

*To exercise any of your rights, please obtain the required forms from the Privacy Officer at Best Care and submit your request in writing.

**CHANGES TO THIS NOTICE:** We reserve the right to change this notice. The revised or changed notice will be effective for information we already have about you as well as any information we receive in the future.

**COMPLAINTS:** If you believe your privacy rights have been violated, you may file a complaint with the Best Care Privacy Officer and with the Secretary of the U.S. Department of Health and Human Services by sending correspondence to:

Best Care
ATTN: Andre Best - Privacy Officer
Phone: (651) 219-4791
E-Mail: andre.best@bestcaremn.com

Medical Privacy Complaint Division
Office of Civil Rights
U.S. Dept. of Health & Human Services
200 Independence Ave. S.W.
Room 509F; HHH Building
Washington, D.C. 20201
1-800-368-1019

***All complaints must be submitted in writing;**

***You will not be penalized for filing a complaint.**

**OTHER USES OF MEDICAL INFORMATION**

Other uses and disclosures of medical information not covered by this notice or Minnesota law will be made only with your written permission. If you provide us permission to use or disclose medical information about you, you may revoke that permission, in writing, at any time. If you revoke your permission, we will no longer use or disclose medical information about you for the reasons covered by your written authorization. You understand that we are unable to take back any disclosures we have already made with your permission, and that we are required to retain our records of the care that we provided to you.

**CONTACT INFORMATION**

Best Care
ATTN: Andre Best - Privacy Officer
Phone: (651) 219-4791
E-Mail: andre.best@bestcaremn.com

1. NOTICE REGARDING CHANGES IN INSURANCE INFORMATION

You (the consumer or responsible party) are responsible for ensuring your health insurance coverage is active at all times and **you must notify Best Care immediately if there is any lapse or changes in coverage**. **Changes in your insurance information will affect your services**. If you fail to notify Best Care immediately about changes or lapses in your insurance you may be without services. Additionally, if you fail to do so you are responsible for paying the PCA for the hours worked during the period where there was no coverage; or for reimbursing Best Care for payment made for those hours.

## PERSON-CENTERED PLANNING AND SERVICE DELIVERY REQUIREMENTS

### Policy

BC is required to provide services in response to each person's identified needs, interests, preferences, and desired outcomes as specified in the coordinated service and support plan and the coordinated service and support plan addendum, and in compliance with the requirements of the 245D Home and Community-Based Services (HCBS) Standards.

BC is required to provide services in a manner that supports each person's preferences, daily needs, and activities and accomplishment of the person's personal goals and service outcomes, consistent with the principles of:

Person-centered service planning and delivery that:

- Identifies and supports what is **important to** the person as well as what is **important for** the person, including preferences for when, how, and by whom direct support service is provided;
- Uses that information to identify outcomes the person desires; and
- Respects each person's history, dignity, and cultural background;

Self-determination that supports and provides:

- Opportunities for the development and exercise of functional and age-appropriate skills, decision making and choice, personal advocacy, and communication; and
- The affirmation and protection of each person's civil and legal rights; and

Providing the most integrated setting and inclusive service delivery that supports, promotes, and allows:

- Inclusion and participation in the person's community as desired by the person in a manner that allows the person to interact with nondisabled persons to the fullest extent possible and supports the person in developing and maintaining a role as a valued community member;
- Opportunities for self-sufficiency as well as developing and maintaining social relationships and natural supports; and

A balance between risk and opportunity, meaning the least restrictive supports or interventions necessary are provided in the most integrated settings in the most inclusive manner possible to support the person to engage in activities of the person's own choosing that may otherwise present a risk to the person's health, safety, or rights

Persons receiving services can use the following questions to help identify how they want services provided to them. It is recommended that the support team or extended support team discuss these questions together when completing service assessments, planning, and evaluation activities to help ensure the goals of person-centered planning and service delivery are met for each person served.

**Sample of Person-Centered Planning and Service Delivery Questions for Initial Planning:**

- What are your goals?
- What are your preferences related to:

a. Time you wake up in the morning?
b. Time you go to bed?
c. What your favorite foods are?

d. What are foods you don't like?
e. Whom you prefer to have direct support services provided by?
f. Are there traditions that are important to you?

- Do you take any medications?
- Do you need help with your medications?
- What are some of your interests?
- Do you have any hobbies?
- What are things you like to do in the community?
- What places in the community do you like to spend time at?
- Is there an activity or skill that you would like to learn?
- Do you have any special relationships?
- Who are the people you want to spend time with?
- Do you work in the community? Where?
- Do you volunteer in the community? Where?

**Sample of Person-Centered Planning and Service Delivery Questions for Program Evaluation and/or Progress Review:**

- Do you feel staff supports your relationships?
- What do you like about your home?
- Is there anything that bothers you about your home?
- Do you like the people you live with?
- Do you feel the house you live in is safe?
- Do you feel any rules in your house are unfair?
- Do you have a private place to go to at home?
- Do you have goals to meet at home?
- Do you want to work?
- Is there anything that bothers you at work?
- Do you have specific goals set at work?
- Do you want to volunteer in the community?
- Do you feel that staff treats you with dignity and respect?
- Do you feel that your privacy is respected?
- Do you feel that decisions you make are respected?
- Do you feel that you are given the opportunity to be as independent as possible?

You or your support team may think of other questions that are important to you. You should feel free to discuss these questions with the BC service coordinator.

**PCA PROVIDER WRITTEN AGREEMENT (CHOICE OR TRADITIONAL)**

*Agreement between* _____*(hereinafter "Consumer"); Best Care, an enrolled PCA provider with the State of Minnesota*

**Consumer Roles and Responsibilities**

*As a consumer using Best Care, 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 necessarily limited to:

a. I must be able to direct my own care, or my responsible party must be readily available to 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 any lapse in coverage. If fail to do so I am responsible for paying the PCA for the hours worked during the period where there was no coverage or for reimbursing the agency for payment made for those hours.
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 PCAs 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 personal care assistant (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 option I have the right to schedule my own staff.
9. Manage the use of my PCA allocated hours/units to ensure I do not use more than the allocated hours/units in my service plan.
10. Ensure that no PCA shall work overtime without the express approval of BC management in writing. No PCA shall work overtime for PCA Choice recipients.
11. Monitor, ensure accuracy and verify time worked by my PCAs. Sign verified time cards for my PCA staff.
12. Coordinate with Best Care to 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 Best Care.
13. Notify Best Care of my hospitalization dates throughout our service agreement, and ensure no time sheets for PCA services are submitted for the hospitalization dates.
14. Acknowledge a PCA Provider Written Agreement shall be provided to me annually by the Agency by mailing copy to me at my address on file with the Agency.

15. If I continue to use the services after the Agency has sent me an annual PCA Provider Written Agreement, my continued use of services shall constitute my acceptance and agreement without my signature.
16. I may also communicate my acceptance of any future annual PCA Provider Written Agreement by signing it and returning it to the Agency.
17. I may request a copy of my currently effective PCA Provider Written Agreement from the Agency at any time.

**Provider Roles and Responsibilities**
*As your PCA provider, Best Care 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 Department of Human Services or appropriate health care plan for personal care assistant and Qualified Professional services rendered.
4. Withhold and remit all applicable state and federal taxes from personal care assistants' and Qualified Professional's paychecks.
5. Arrange for and pay the employer's share of payroll taxes, unemployment insurance, workers' compensation insurance, liability insurance, and bonds.
6. Keep records of the hours worked by PCAs and Qualified Professionals.

**Qualified Professional Roles and 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 PCA(s) shall:

1. Complete all required forms and provide necessary information to Best Care, including criminal background check verification, prior to providing services to the consumer.
2. Pass a criminal background check, a requirement of eligibility to be a personal care assistant.
3. Obtain training from the consumer and Qualified Professional to ensure I can satisfactorily perform all responsibilities in the consumer's plan of care.
4. Work at scheduled times as determined by the consumer, notifying the consumer of changes as early as possible to arrange for backup assistance.
5. Provide and document personal care services for the consumer as specified in their plan of care, following written and oral directions from the consumer.
6. Assist with activities of daily living (ADLs) as directed.

7. Inform the consumer about all visible bodily changes that may need medical attention.
8. Keep consumer's personal life confidential and adhere to data privacy.
9. Observe and stay alert to ongoing instructions by the consumer.
10. Respect the privacy of the consumer's personal property.
11. While working within the consumer's home maintain respect as a professional and focus on job-related activities. Perform duties in an ethical matter, preserving and respecting the rights and dignity of the consumer.
12. Be present when working with the consumer in their service environment, and leave only when the shift is completed.
13. Communicate respectfully and directly to the consumer regarding services.
14. When assisting with the transportation of the consumer, request that seat restraints are used properly and consistently.
15. Follow safety procedures and work to identify my safety needs and those of the consumer.
16. Support the consumer when they participate in community activities, relationships and involvement with others.
17. Comply with policies, procedures and training provided by the consumer and/or Best Care.
18. Notify the consumer and agency of anticipated absences.
19. Accurately document time worked for consumer and cares given by promptly completing and signing time sheets.

**Consumer Pricing Schedule (PCA Choice Recipients Only)**

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

**Hourly Rates for PCAs and QPs**

Maximum Hourly Rate allowed for Personal Care Assistants _____

Maximum Hourly Rate allowed for Qualified Professionals _____

**Benefit Rates for PCAs and QPs**

Benefits notice in employee policies and procedures is incorporated by reference.

**Administrative Fees**

Best Care currently retains a maximum of 27.5% of its reimbursement rate as an administrative fee. This fee covers fiscal intermediary and enhanced program services including:

1. Background checks.
2. One time PCA/QP set-up costs.
3. Regulatory compliance monitoring.
4. Payroll processing.
5. Record maintenance and retention.
6. Program compliance assistance.
7. General liability insurance; professional liability insurance and fidelity bond.
8. Employer responsibility taxes and insurance, including Workers' Compensation and unemployment insurance.
9. Program development, outreach and recruitment activities.

**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 of Labor laws governing overtime.

**Grievance Procedures**

Best Care, 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 Best Care. Best Care is committed to providing a timely response to concerns brought forward.

**Termination of Employment or Services**

Employees may resign their employment with the consumer and Best Care at any time for any reason or no reason, and the consumer and Best Care reserve the same right regarding the discontinuation of an individual's employment.

Either the consumer or Best Care may terminate services at any time and for any reason or no reason. Best Care shall provide reasonable advance notice of termination of service in accordance with the Minnesota Home Care Bill of Rights and Minnesota Statute.

**SERVICE DELIVERY POLICY**

The objective of our agency is to provide quality services that meet the needs of the public and are consistent with PCA rules and regulations. The purpose of our Service Delivery Policy is to ensure we accomplish our objectives by:

- Establishing, and implementing policies that define performance standards for quality PCA services; and
- Establishing and implementing procedures that are designed to ensure our services are delivered in a consistent manner.

The following policies and procedures are hereby incorporated into and made part of the Service Deliver Policy. The following materials define how our services are to be delivered and are designed to ensure our services are effective and consistent.

**SPEND-DOWN NOTICE AND POLICY**

If Medical Assistance requires a client to pay a spend-down to Best Care, there is a legal obligation to pay for the spend-down to Best Care. If the consumer or responsible party receives a bill from the agency, that amount is due and payable immediately, in the form of a personal check, money order or cashier's check.

Failure to pay the spend-down may result in termination of personal care services with Best Care. Failure to pay the scheduled spend-down payments may result in legal action. Spend-downs must be paid each month before services will be provided. Employees will not be paid if the spend-down obligation has not been fully paid.

**TRANSPORTATION POLICY**

Best Care's (BCs) company policy regarding transportation is that PCAs / DSPs should not transport clients in personal vehicles for insurance liability reasons. BC is not liable for any loss, damage, costs or expenses incurred by clients or PCAs / DSPs due to BC PCAs / DSPs transporting clients or by PCAs / DSPs traveling in client vehicles.

**Alternative transportation should be taken whenever available.**

**Some options are as follows:**

- **Metro Mobility**
- **Public Transportation**
- **MNET (Metro Minnesota Non-Emergency Transportation Program)**

- **Private Taxi Service**

**245D SPECIFIC POLICIES**

245D Provider Written Agreement

Admission Criteria Policy

HCBS Service Recipients Rights

Safe medication assistance and administration

Service Termination Policy

Temporary Service Suspension Policy

## 245D PROVIDER WRITTEN AGREEMENT

*Agreement between_____ (hereinafter "Consumer"); and _____*
*Best Care, a licensed 245D provider with the State of Minnesota*

**Client Roles and Responsibilities**
*As a client using Best Care, 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 245D Provider. These include, but are not necessarily limited to:
    a. I must ensure that my health insurance coverage is active at all times and I must notify the agency immediately if there is any lapse in coverage. per MN sStatute 245D, Best Care retains the option of discharging due to non-payment.
    b. A face-to-face assessment must be conducted by the county assessor at least annually, or when there is a significant change in the consumer's condition or change in the need for supports and services.
    c. I must participate in the required supervisory visits for 245D including but not limited to an admission meeting, a 60 day review, a 6 month review, an annual review as required by MN statute 245D and/or as directed by the coordinated service and supports plan.
    d. I must be certain that time sheets submitted by DSPs accurately document the times of service and tasks performed.
    e. I must notify Best Care 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 245D program.
5. Recruit, interview and hire my own Direct Support Professional (DSP) staff.
6. Ensure that I have adequate backup staff or support in case a regularly scheduled DSP is unable to fulfill their duties as scheduled.
7. Schedule my DSP staff.
8. Manage the use of my 245D allocated hours/units to ensure I do not use more than the allocated hours/units in my service plan.
9. Ensure that no DSP shall work overtime without the express approval of BC management in writing.
10. Monitor, ensure accuracy and verify time worked by my DSPs. Sign verified time cards for my DSP staff.
11. Coordinate with Best Care to notify the certified assesor, waiver case manager or otherwise appropriate individual when it is time for a reassessment of my need for 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 Best Care.
12. Notify Best Care of my hospitalization dates throughout our service agreement, and ensure no time sheets for DSP services are submitted for the hospitalization dates.
13. Acknowledge a 245D Provider Written Agreement shall be provided to me annually by the agency by mailing copy to me at my address on file with the Agency.
14. If I continue to use the services after the Agency has sent me an annual 245D Provider Written Agreement, my continued use of services shall constitute my acceptance and agreement without my signature.
15. I may also communicate my acceptance of any future annual 245D Provider Written Agreement by signing it and returning it to the Agency.
16. I may request a copy of my currently effective 245D Provider Written Agreement from the agency at any time.

**Provider (License Holder) Roles and Responsibilities**

*As your 245D provider, Best Care agrees to perform the following responsibilities:*

1. Provide the employee with orientatio and annual training and supervision as required by MN statute 245D
2. Enroll and meet all standards as a licensed 245D service 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 245D program.
3. Abide by all of the responsibilities set forth in this written agreement.
4. Bill the Minnesota Department of Human Services or appropriate health care plan for 245D services rendered.
5. Withhold and remit all applicable state and federal taxes from DSP paychecks.
6. Arrange for and pay the employer's share of payroll taxes, unemployment insurance, workers' compensation insurance, liability insurance, and bonds.
7. 7. Keep records of the hours worked by DSPs.

**Designated Coordinator Role and Responsibilities**

*The Designated Coordinator shall:*

1. Hold the appropriate credentials to serve as a Designated Coordinator
2. Assist the client in developing and revising a coordinated service and supports plan addendum, individual abuse prevention plan, and other 245D required documents to meet the clients needs, as outlined in the coordinator services and supports plan
3. Complete required reviews with the client / DSP including but not limited to the admission meeting, 60 day review, 6 month review, annual review and/or as directed in the coordinated service and supports plan
4. Assist the DSP with orientation, training, supervision and/or evaluation of performance.
5. Report any suspected abuse, neglect, or financial exploitation of the client to the appropriate authorities.

**Direct Support Professional Roles and Responsibilities**

*The DSP(s) shall:*

1. Complete all required forms and provide necessary information to Best Care, including criminal background check verification, and training on Best Care policies, procedures and the positive supports rule as required by MN Statute 245D prior to providing services to the consumer.
2. Pass a criminal background check, a requirement of eligibility to be a DSP.
3. Obtain training from the license holder and Designated Coordinator to ensure I can satisfactorily perform all responsibilities in the CSSP addendum
4. Work at scheduled times as determined by the client, notifying the clientof changes as early as possible to arrange for backup assistance.
5. Provide and document 245D services for the client as specified in their CSSP addendum, following written and oral directions from the consumer.
6. Inform the client and support team about all visible bodily changes that may need medical attention.
7. Keep client's personal life confidential and adhere to data privacy.
8. Observe and stay alert to ongoing instructions by the client.
9. Respect the privacy of the client's personal property.
10. While working within the client's home maintain respect as a professional and focus on jobrelated activities. Perform duties in an ethical matter, preserving and respecting the rights and dignity of the consumer.
11. Be present when working with the consumer in their service environment, and leave only when

the shift is completed.
12. Communicate respectfully and directly to the consumer regarding services.
13. Notify the consumer and agency of anticipated absences.
14. When assisting with the transportation of the consumer, request that seat restraints are used properly and consistently.
15. Follow safety procedures and work to identify my safety needs and those of the consumer.
16. Support the client when they participate in community activities, relationships and involvement with others
17. Comply with policies, procedures and training provided by the consumer and/or Best Care.
18. Accurately document time worked for consumer and cares given by promptly completing and signing time sheets.

**Benefit Rates for DSPs**
Benefits notice in employee policies and procedures is incorporated by reference.

**Administrative Fees**
Best Care currently retains a percentage of its reimbursement rate as an administrative fee. This fee covers fiscal intermediary and enhanced program services including:
1. Background checks.
2. DSP set-up and training costs.
3. Regulatory compliance monitoring.
4. Payroll processing.
5. Record maintenance and retention.
6. Program compliance assistance.
7. General liability insurance; professional liability insurance and fidelity bond.
8. Employer responsibility taxes and insurance, including Workers' Compensation and unemployment insurance.
9. Program development, outreach and recruitment activities.

**Regulatory Compliance**
Both parties are responsible for complying with all rules and regulations related to 245D. This includes, but is not limited to state Vulnerable Adults Act, Data Privacy, Drug and Alcohol Policy, Basic First Aid, Fraud Waste and Abuse Policy, 245D policies and regulations and Department of Labor laws governing overtime.

**Grievance Procedures**
Best Care, believes it is in the best interest of employees and management to have an environment where concerns are openly discussed. For this reason, DSPs are encouraged to bring all work-related issues to their manager, the client. Clients are encouraged to address issues directly with their DSP. If the DSP and client are unable to resolve the issue, they may bring the issue to Best Care. Best Care is committed to providing a timely response to concerns brought forward.

**Termination of Employment or Services**
Employees may resign their employment with the consumer and Best Care at any time for any reason or no reason, and the consumer and Best Care reserve the same right regarding the discontinuation of an individual's employment.
The client may terminate services at any time and for any reason or no reason. Best Care shall follow the MN statute 245D requirements regarding Service Suspension and Service Termination.

## ADMISSION POLICY AND PROCEDURE

## I. Purpose

The purpose of this policy is to establish procedures that ensure continuity of care during admission or service initiation including the company's admission criteria and processes.

## II. Policy

Services may be provided by the company as registered and licensed according to MN Statutes, chapter 245D and MN Statutes, chapter 245A. All services will be consistent with the person's service-related and protection-related rights identified in MN Statutes, section 245D.04. The company may provide services to persons with disabilities, including, but not limited to, developmental or intellectual disabilities, brain injury, mental illness, age-related impairments, or physical and medical conditions when the company is able to meet the person's needs.

Documentation from the admission/service initiation, assessments, and service planning processes related to the company's service provision for each person served and as stated within this policy will be maintained in the person's service recipient record.

III. Procedure

**Admission criteria**

A. Certain criteria will be used by this company to determine whether the company is able to develop services to meet the needs of the person as specified in their *Coordinated Service and Support Plan.* In addition to registration and licensed ability, the criteria includes:

1. None

B. When a person and/or legal representative requests services from the company, a refusal to admit the person must be based upon an evaluation of the person's assessed needs and the company's lack of capacity to meet the needs of the person.

C. The company must not refuse to admit a person based solely on the type of residential services the person is receiving or solely on the person's:

1. Severity of disability.
2. Orthopedic or neurological handicaps.
3. Sight or hearing impairments.
4. Lack of communication skills.
5. Physical disabilities.
6. Toilet habits.
7. Behavioral disorders.
8. Past failures to make progress.

D. Documentation regarding the basis for the refusal will be completed using the *Admission Refusal Notice* and must be provided to the person and/or legal representative and case manager upon request. This documentation will be completed and maintained by the Designated Coordinator and/or Designated Manager or designee.

**Admission process and requirements**

A. In the event of an emergency service initiation, the company must ensure that staff training on individual service recipient needs occurs within 72 hours of the direct support staff first having unsupervised contact with the person served. The company must document the reason for the unplanned or emergency service initiation and maintain the documentation in the person's service recipient record.

B. Prior to or upon the initiation of services, the Designated Coordinator and/or Designated Manager will develop, document, and implement the *Individual Abuse Prevention Plan* according to MN Statutes, section 245A.65, subdivision 2.

C. The Designated Coordinator and/or Designated Manager will ensure that during the admission process the following will occur:

1. Each person to be served and/or legal representative is provided with the written list of the *Rights of Persons Served* that identifies the service recipient's rights according to MN Statutes, section 245D.04, subdivisions 2 and 3.

a. An explanation will be provided on the day of service initiation or within five (5) working days of service initiation and annually thereafter.

b. Reasonable accommodations will be made, when necessary, to provide this information in other formats or languages to facilitate understanding of the rights by the person and/or legal representative.

2. An explanation of and provision of a copy of the *Policy and Procedure on Reporting and Reviewing of Maltreatment of Vulnerable Adults* will be provided to the person served and/or legal representative and case manager within 24 hours of admission, or for persons who would benefit more from a later orientation, the orientation may take place within 72 hours.

3. An explanation and provision of copies (may be provided within five [5] working days of service initiation) of the following policies and procedures to the person and/or legal representative and case manager:

1. *Policy and Procedure on Grievances*

2. *Policy and Procedure on Temporary Service Suspension*

3. *Policy and Procedure on Service Termination*

4. *Policy and Procedure on Reporting and Reviewing of Maltreatment of Minors*

*5. Policy and Procedure on Emergency Use of Manual Restraints*

4. Written authorization is obtained by the person and/or legal representative for the following, as applicable only:

a. *Authorization for Medication and Treatment Administration*

b. *Agreement and Authorization for Injectable Medications*

c. *Authorization to Act in an Emergency*

d. *Standard Release of Information*

e. *Specific Release of Information*

f. *Funds and Property Authorization*

i. This authorization may be obtained within five (5) working days of the service initiation meeting and annual thereafter. The case manager also provides written authorization for the *Funds and Property Authorization.*

g. The *Admission Form and Data Sheet* is signed by the person and/or legal representative and includes the date of admission or readmission, identifying information, and contact information for members of the support team or expanded support team and others as identified by the person and/or legal representative.

C. If a person's licensed health care professional or mental health professional has determined that a manual restraint would be medically or psychologically contraindicated, the company will not use a manual restraint to eliminate the immediate risk of harm and effectively achieve safety. This statement of whether or not a manual restraint would be medically or psychologically contraindicated will be completed as part of service initiation planning.

**Admission process follow up and timelines**

A. The Designated Coordinator and/or Designated Manager or designee will ensure that the person's service recipient record is assembled according to company standards.

B. Within 15 calendar days of service initiation, the Designated Coordinator and/or Designated Manager will complete a preliminary *Coordinated Service and Support Plan Addendum* that is based upon *Coordinated Service and Support Plan*. At this time, the person's name and date of admission will be added to the *Admission and Discharge Register* maintained by the Designated Coordinator and/or Designated Manager.

C. Within 60 calendar days of service initiation, the support team or expanded support team and other people as identified by the person and/or legal representative will meet to assess and determine what services will be provided including how, when, and by whom services will be provided, and the person responsible for overseeing the delivery and coordination of services.

D. The company must participate in service planning and support team meetings for the person served following stated timelines established in the *Coordinated Service and Support Plan Addendum* that is based upon *Coordinated Service and Support Plan* or as requested by the person and/or legal representative, the support team, or the expanded support teaMm.

E. The company will provide written reports regarding the person's progress or status as requested by the person and/or legal representative, the case manager, or the team, the support team, or the expanded support team.

Policy reviewed and authorized by:

Natalie Kallas, Licensed Social Worker (LSW)
Designated Manager, Best Care LLC
Date of last policy review: July 29th, 2020
Date of last policy revision: July 29th, 2020

## HOME AND COMMUNITY-BASED SERVICE RECIPIENTS RIGHTS

### Program name: Best Care LLC

### Application and intent of these rights

These rights apply to persons served in a program licensed under MN Statutes, chapter 245D. The company will ensure that the person's rights in the services provided by the company and as authorized in the *Coordinated Service and Support Plan* are exercised and protected by all staff of the company including subcontractors, temporary staff, and volunteers. This document will be signed and dated by the person served and/or legal representative and maintained in the service recipient record at service initiation and annually thereafter.

### Service-related rights

A person's service-related rights include the right to:

**1. Participate in the development and evaluation of the services provided to the person.**

We encourage you to let this company know what services you need and want and upon evaluation, how we can modify the services to better meet your desired service outcomes.

**2. Have services and supports identified in the *Coordinated Service and Support Plan* and/or *Coordinated Service and Support Plan Addendum* provided in a manner that respects and takes into consideration the person's preferences according to the requirements in MN Statutes, section 245D.07 and 245D.071.**

You may notify us of your needs, interests, preferences, and desired outcomes so we may be able improve the services to you and to the best of our ability.

**3. Refuse or terminate services and be informed of the consequences of refusing or terminating services.**

If you are not satisfied with your services, you may discuss your concerns and dissatisfaction with us at any time. Further discussions may also include information and/or conversations with your support team.

**4. Know, in advance, limits to the services available from the license holder, including the license holder's knowledge, skill, and ability to meet the person's service and support needs.**

We will notify you prior to service initiation if there are any limits to the services that we will provide. If you are not satisfied with the limitations, you may consider all options available for services to meet your needs.

**5. Know conditions and terms governing the provision of services, including the license holder's admission criteria and policies and procedures related to temporary service suspension and service termination.**

This company's *Policy and Procedure on Admission* contains information on our admission criteria. If we are no longer able to continue providing you with services, you have the right to know what the procedures are in the *Policy and Procedure on Temporary Service Suspension* and the *Policy and Procedure on Service Termination.* You will always receive an explanation, in a way that you can understand, of what is occurring and why.

**6. A coordinated transfer to ensure continuity of care when there will be a change in provider.**

Regardless of the situation that brings forth a change in service provider, this company will provide information and work in cooperation with your support team to ensure a smoot transfer between providers.

**7. Know what the charges are for services, regardless of who will be paying for the services, and be notified of changes in those charges.**

You have the right to be provided with information regarding the charges for the services. If the charges for the services change, you have the right to know of that change.

**8. Know, in advance, whether services are covered by insurance, government funding, or other sources, and be told of any charges the person or other private party may have to pay.**

Services provided to you by this company will be charged to the correct payment source. If you are responsible to pay for some of your services, we will work with you and your team on how that process will occur.

**9. Receive licensed services from an individual who is competent and trained, who has professional certification or licensure, as required, and who meets additional qualifications identified in the *Coordinated Service and Support Plan* and/or *Coordinated Service and Support Plan Addendum*.**

The services you receive from this company will be provided by staff that have received training and are competent to provide you with services as directed by the *Coordinated Service and Support Plan* and *Coordinated Service and Support Plan Addendum.*

## Protection-related rights

A person's protection-related rights include the right to:

**1. Have personal, financial, service, health, and medical information kept private, and be advised of disclosure of this information by the license holder.**

Your information will be private at all times except for case consultation, treatment, and discussion. This company will ensure that only those records needed for the appropriate care, treatment, and delivery of services are made available to those individuals who are directly involved in that delivery.

**2. Access records and recorded information about the person in accordance with applicable state and federal law, regulation, or rule.**

You may access your records or have copies. This company will follow all laws, regulations, or rules regarding privacy including the Health Insurance Portability and Accountability Act (HIPAA), the Minnesota Data Practices, MN Statutes, chapter 13, and the Home and Community-Based Services Standards, MN Statutes, chapter 245D.

**3. Be free from maltreatment.**

You have the right to live without the fear of abuse, neglect, or financial exploitation. If any of these were to occur, this company has policies and procedures in place to help protect your ongoing safety and the safety of others.

**4. Be free from restraint, time out, seclusion, restrictive intervention, or other prohibited procedure identified in section 245D.06, subd. 5 or successor provisions, except for: (i) emergency use of manual restraint to protect the person from imminent danger to self or others according to the requirements in 245D.061 or successor provisions or (ii) the use of safety interventions as part of a positive support transition plan under section 245D.06, subd. 8 or successor provisions.**

Staff are trained on positive support strategies, not using prohibited procedures according to state law, and that you have the right to be free from coercion.

**5. Receive services in a clean and safe environment when the license holder is the owner, lessor, or tenant of the service site.**

We value maintaining the service or program site in a clean and safe environment. If you have concerns regarding the service site, please notify your staff who will take your concern seriously and will notify appropriate personnel.

**6. Be treated with courtesy and respect and receive respectful treatment of the person's property.**

Staff will do all that they can to respect you as an individual and other aspects of your life including your property. If you feel that you or your property are not being treated with courtesy and respect by the company, staff, or other individuals; please notify the staff.

**7. Reasonable observance of cultural and ethnic practice and religion.**

You have the right to observe and participate in activities of cultural and ethnic practice or religion of your choice.

**8. Be free from bias and harassment regarding race, gender, age, disability, spirituality, and sexual orientation.**

You are a unique person and have the right to live, work, and engage in environments free of bias and harassment.

**9. Be informed of and use the license holder's grievance policy and procedures, including knowing how to contact persons responsible for addressing problems and to appeal under section 256.045.**

At any time, you may contact your legal representative, case manager, an advocate, or someone within the company if you are not satisfied with services being provided in order to make a formal complaint.

**10. Know the name, telephone number, and the Web site, e-mail, and street addresses of protection and advocacy services, including the appropriate state-appointed ombudsman, and a brief description of how to file a complaint with these offices.**

Should you choose to voice a grievance, you will not be retaliated. Please see the list of contact information for protection and advocacy agencies at the end of the *Policy and Procedure on Grievances.*

**11. Assert these rights personally, or have them asserted by the person's family, authorized representative, or legal representative, without retaliation.**

We will support you in actively asserting your rights. Your family, authorized representative, or legal representative also have the right to assert these for you and on your behalf without retaliation.

**12. Give or withhold written informed consent to participate in any research or experimental treatment.**

You have the right to know all terms and conditions regarding any type of research or experimental treatment and have those explained to you in a manner in which you understand. You may consult with your legal representative or other support team members before making a final informed consent or refusal.

**13. Associate with other persons of the person's choice; in the community.**

You may choose to spend time with others of your choice and to have private visits with them. If someone wants to visit with you, you have the right to meet or refuse to meet with them.

**14. Personal privacy including the right to use the lock on the person's bedroom or unit door.**

You have the right to privacy to the level you choose including the use of a lock on your bedroom door or unit.

**15. Engage in chosen activities.**

You have the right to choose, refuse, or engage in the activities planned by you, your family, your support team, staff and other persons. You also can choose your services, schedule, and people with whom you spend time and if you want to work. Your provider may support you to work as agreed upon within your support plan.

**16. Access to the person's personal possessions at any time, including financial resources.**

You have the right to access your possessions and you may access your financial resources when you choose. You can control your own personal funds and authorize your provider to assist with management of those funds, as you desire.

**For persons residing in a residential site licensed according to MN Statutes, chapter 245A, or where the license holder is the owner, lessor, or tenant of the residential service site, protection-related rights also include the right to:**

**1. Have daily, private access to and use of a non-coin-operated telephone for local calls and long-distance calls made collect or paid for by the person.**

You may use the house phone on a daily basis and have private conversations. If you make long distance or collect calls, you will be expected to pay for those charges yourself. Because the company phone is used by others, please be considerate of the needs of others.

**2. Receive and send, without interference, uncensored, unopened mail or electronic correspondence or communication.**

No one other than yourself or someone you have given permission to may open and/or read your mail or e-mail/electronic correspondence. You may also send mail or e-mail/electronic correspondence without concern that your privacy will be violated.

**3. Have use of and free access to common areas in the residence and the freedom to come and go from the residence at will.**

This company considers the residence you live in as your home and therefore you have use of and access to the common areas within the home including the kitchen, dining area, laundry, and shared living areas, to the extent desired. Your bedroom remains your private area and is not considered a common area of the residence. Since common areas are shared, please be respectful of others and their use of the areas. As this is your home, you may come and go at will.

**4. Choose the person's visitors and times of visits and have privacy for visits with the person's spouse, next of kin, legal counsel, religious adviser, or others, in accordance with section 363A.09 of the Human Rights Act, including privacy in the person's bedroom**

You have the right to privacy for visits with persons of your choice and may do so in the privacy of your own bedroom, including the time of the visits.

5. **Have access to three nutritionally balanced meals and nutritious snacks between meals each day.**

   This company believes in providing healthy meals to you as well as nutritious snacks throughout the day. We value your health and wellness regarding food and beverages and nutritious intake.

6. **The freedom and support to access food and potable water at any time.**

   This company values your health and will provide you with access to drinkable water and nutritious meals and snacks. This includes having the freedom and support to access food at any time.

7. **The freedom to furnish and decorate the person's bedroom or living unit.**

   We understand that having a space that suits your preferences, wants, and needs is important, and the company will support you in decorating your bedroom or unit as you choose.

8. **A setting that is clean and free from accumulation of dirt, grease, garbage, peeling paint, mold, vermin, and insects.**

   The company knows that is important to have a home that is clean and welcoming for you and we will do what we can to meet this requirement. Please contact us if you have questions or concerns about the setting.

9. **A setting that is free from hazards that threaten the person's health or safety.**

   Your health and safety are very important to us and we want to ensure that there are no hazards that could threaten that. Please contact us if you have questions or concerns about the setting.

10. **A setting that meets the definition of a dwelling unit within a residential occupancy as defined in the State Fire Code.**

    This company follows and will meet state and local requirements of a dwelling unit. Please contact us if you have questions or concerns about the setting.

## RIGHTS RESTRICTIONS

CAN MY RIGHTS BE RESTRICTED?

Restriction of your rights is allowed only if determined necessary to ensure your health, safety, and well-being. Any restriction of your rights must be documented in your coordinated service and support plan or coordinated service and support plan addendum. The restriction must be implemented in the least restrictive alternative

manner necessary to protect you and provide you support to reduce or eliminate the need for the restriction in the most integrated setting and inclusive manner.

WHAT IS THE PROGRAM REQUIRED TO DO IF MY RIGHTS WILL BE RESTRICTED?

Before this program may restrict your rights in any way this program must document the following information:

1. the justification (meaning the reason) for the restriction based on an assessment of what makes you vulnerable to harm or maltreatment if you were allowed to exercise the right without a restriction;

2. the objective measures set as conditions for ending the restriction (meaning the program must clearly identify when everyone will know the restriction is no longer needed and it has to end);

3. a schedule for reviewing the need for the restriction based on the conditions for ending the restriction to occur semiannually from the date of initial approval, at a minimum, or more frequently if requested by the person, the person's legal representative, if any, and case manager (meaning that at least every six months, more often if you want, the program must review with you and your authorized representative or legal representative and case manager, why the restriction is still needed and how the restriction should change to allow you as much freedom as possible to exercise the right being restricted); and

4. signed and dated approval for the restriction from you or your legal representative, if any.

CAN THE PROGRAM RESTRICT ALL OF MY RIGHTS?

The program cannot restrict any right they chose. The only rights the program may restrict, after documenting the need, include:

1. Your right to associate with other persons of your choice; in the community;

2. Your right to have personal privacy;

3. Your right to engage in activities that you choose; and

4. Your right to access your personal possessions at any time.

WHAT IF I DON'T GIVE MY APPROVAL?

A restriction of your rights may be implemented only after you or your legal representative have given approval.

WHAT IF I WANT TO END MY APPROVAL?

You may withdraw your approval of the restriction of your right at any time. If you do withdraw your approval, the right must be immediately and fully restored.

Date of policy review and revision: July 29, 2020

**SAFE MEDICATION ASSISTANCE POLICY**

Program name: Best Care LLC

1. Policy

A. It is the policy of Best Care to provide safe medication assistance:

· when assigned responsibility to do so in the person's coordinated service and support plan (CSSP) or the CSSP addendum;

· by staff who have reviewed the instructions for medication assistance on the coordinated services and support plan addendum before actually providing medication assistance. **Best Care 245D staff are not trained to provide Medication Set-up or Medication Administration.**

B. For the purposes of this policy, medication assistance includes, but is not limited to:

1. Bringing to the person and open a container of previously set up medications;
2. Emptying the container into the person's hand;
3. Open and give the medications in the original container to the person;
4. Bringing to the person liquids or food to accompany the medication; and
5. Providing reminders, in person, remotely, or through programming devices such as telephones, alarms, or medication boxes, to take regularly scheduled medication or perform regularly scheduled treatments and exercises.
6. Providing medication assistance in a manner that enables a person to self-administer medications or treatments when the person is capable of directing the person's own care, or when the person's legal representative is present and able to direct the care for the person.

2. Definitions. For the purposes of this policy the following terms have the meaning given in section 245D.02 of the 245D Home and Community-based Services Standards:

A. "Medication" means a prescription drug or over-the-counter drug and includes dietary supplements.

B. "Medication administration" means following the procedures in section III. of this policy to ensure that a person takes his or her medications and treatments as prescribed

C. "Medication assistance" means medication assistance is provided in a manner that ~~to~~ enables the person to self-administer medication or treatment when the person is capable of directing the person's own care, or when the person's legal representative is present and able to direct care for the person.

D. "Medication setup" means arranging medications according to the instructions provided by the pharmacy, prescriber or licensed nurse, for later administration.

E. "Over-the-counter drug" means a drug that is not required by federal law to bear the statement "Caution: Federal law prohibits dispensing without prescription."

F. "Prescriber" means a person who is authorized under section 148.235; 151.01, subdivision 23; or 151.37 to prescribe drugs.

G. "Prescriber's order and written instructions" means the current prescription order or written instructions from the prescriber. Either the prescription label or the prescriber's written or electronically recorded order for the prescription is sufficient to constitute written instructions from the prescriber.

H. "Prescription drug" has the meaning given in section 151.01, subdivision

I. "Psychotropic medication" means any medication prescribed to treat the symptoms of mental illness that affect thought processes, mood, sleep, or behavior. The major classes of psychotropic medication are antipsychotic (neuroleptic), antidepressant, antianxiety, mood stabilizers, anticonvulsants, and stimulants and nonstimulants for the treatment of attention deficit/hyperactivity disorder. Other miscellaneous medications are

considered to be a psychotropic medication when they are specifically prescribed to treat a mental illness or to control or alter behavior.

3. Procedures

A. Medication assistance

When Best Care is responsible for medication assistance, staff may:

1. Bring to the person and open a container of previously set up medications;
2. Empty the container into the person's hand;
3. Open and give the medications in the original container to the person;
4. Bring to the person liquids or food to accompany the medication; and
5. Provide reminders, in person, remotely, or through programming devices such as telephones, alarms, or medication boxes, to take regularly scheduled medication or perform regularly scheduled treatments and exercises.
6. Provide medication assistance in a manner that enables a person to self-administer medications or treatments when the person is capable of directing the person's own care, or when the person's legal representative is present and able to direct the care for the person.

B. Reviewing and reporting medication and treatment issues

1. When assigned responsibility for medication assistance or medication administration, Best Carestaff must report the following to the person's legal representative and case manager as they occur or as otherwise directed in the CSSP or CSSP addendum:

a. a person's refusal or failure to take or receive medication or treatment as prescribed; or
b. concerns about a person's self-administration of medication or treatment.

I. Staff Training

1. All Best Care 245D staff are oriented to the client's coordinated services and supports plan addendum during their orientation training, including instructions on medication assistance.

Policy reviewed and authorized by:
Natalie Kallas, Licensed Social Worker (LSW)
Designated Manager, Best Care LLC
Date of last policy review: April 2nd, 2020
Date of last policy revision: April 2nd, 2020

Legal Authority: MS §§§§ 245D.11, subd. 2 (3), 245D.05, subdivisions 1a, 2, and 5 and 245D.51 and 245D.09, subdivision 4a, paragraph (d)

**PCA SERVICE TERMINATION POLICY**

This does not apply to 245D services, only PCA. Deciding to terminate services is never an easy decision but sometimes is necessary to protect the health and safety of the recipient or to protect our staff.

We will typically terminate services in the following situations:

I. The recipient does not have a caregiver and has not identified a replacement.
    A. Once we receive notice that a PCA client has been without staff for 30 days, then we must discharge the client for health and safety reasons, no matter whether they are on the PCA Choice or Traditional PCA Program. Unless a different time frame is required we shall provide 30 days notice of the termination date upon us learning of the staffing issue. If the client is able to stabilize staffing by the termination date, we will be able to avoid the termination and discharge.

II. The recipient does not have a responsible party and requires one.

III. The recipient has engaged in conduct that endangers staff or has become too difficult to work with.

IV. The recipient's situation has become unstable, such as multiple caregiver changes or living situation changes or responsible party changes. Such that we can't trust that services are being provided to meet the goals of the program for the person.

V. The recipient has medical issues that exceed Best Care's ability to meet the person's needs;

VI. The recipient is refusing care that jeapordized the health and safety of the recipient;

Any employee may make a recommendation for termination to the agency administrator. The agency administrator shall make decisions to terminate services after reviewing the facts presented on a case by case basis.After a decision to terminate a client has been made we shall provide reasonable notice.

**245D SERVICE TERMINATION POLICY**

Program name: 245D Basic Services including Adult Companion, Homemaker / Home management and Assistance with ADLs, Night Supervision, Personal Support and Respite

I. Policy

It is the intent of the Best Care to ensure continuity of care and service coordination between members of the support team including, but not limited to the person served, the legal representative and/or designated emergency contact, case manager, other licensed caregivers, and other people identified by the person and/or legal representative during situations that may require or result in service termination. Best Care restricts service termination to specific situations according to MN Statutes, section 245D.10, subdivision 3a.

II. Procedures

A. This program must permit each person to remain with Best Care and must not terminate services unless:
1. The termination is necessary for the person's welfare and the provider / facility cannot meet the person's needs;

2. The safety of the person or others in the program is endangered and positive support strategies were attempted and have not achieved and effectively maintained safety for the person or others;
3. The health of the person or others in the program would otherwise be endangered;
4. Best Care has not been paid for services;
5. Best Care ceases to operate; or
6. The person has been terminated by the lead agency from waiver eligibility.

B. Prior to giving notice of service termination Best Care must document the actions taken to minimize or eliminate the need for termination.

1. Action taken by Best Care must include, at a minimum:

a. Consultation with the person's support team or expanded support team to identify and resolve issues leading to the issuance of the notice; and

b. A request to the case manager for intervention services, including behavioral support services, in-home or out-of-home crisis respite services, specialist services, or other professional consultation or intervention services to support the person in the program.

1. The request for intervention services will not be made for service termination notices issued because Best Care has not been paid for services.

2. If, based on the best interests of the person, the circumstances at the time of the notice were such that Best Care was unable to consult with the person's team or request interventions services, Best Care must document the specific circumstances and the reason for being unable to do so.

C. The notice of service termination must meet the following requirements:

1. Best Care must notify the person or the person's legal representative and the case manager in writing of the intended service termination.

2. The written notice of a proposed service termination must include all of the following elements:

a. The reason for the action;

b. A summary of actions taken to minimize or eliminate the need for service termination or temporary service suspension, and why these measures failed to prevent the termination or suspension. A summary of actions is not required when service termination is a result of the when Best Care ceasing operation;

c. The person's right to appeal the termination of services under Minnesota Statutes, section 256.045, subdivision 3, paragraph (a); and

d. The person's right to seek a temporary order staying the termination of services according to the procedures in section 256.045, subdivision 4a or 6, paragraph (c).

3. The written notice of a proposed service termination, including those situations which began with a temporary service suspension, must be given before the proposed effective date of service termination.

a. For those persons receiving intensive supports and services, the notice must be provided at least 60 days before the proposed effective date of service termination.
b. For those persons receiving other services, the notice must be provided at least 30 days before the proposed effective date of service termination.

5. This notice may be given in conjunction with a notice of temporary service suspension.

D. During the service termination notice period, Best Care must:

1. Work with the support team or expanded support team to develop reasonable alternatives to protect the person and others and to support continuity of care;

2. Provide information requested by the person or case manager; and

3. Maintain information about the service termination, including the written notice of intended service termination, in the person's record.

Policy reviewed and authorized by:
Natalie Kallas, Licensed Social Worker (LSW)
Designated Manager, Best Care LLC
Date of last policy review: July 29th, 2020
Date of last policy revision: July 29th, 2020
Legal Authority: MS § 245D.10, subd. 3a

**TEMPORARY SERVICE SUSPENSION POLICY**

Program Name: Program name: 245D Basic Services including Adult Companion, Homemaker / Home management and Assistance with ADLs, Night Supervision, Personal Support and Respite

**I. Policy**

It is the policy of Best Care to ensure our procedures for temporary service suspension promote continuity of care and service coordination for persons receiving services.

**II. Procedures**

A. Best Care will limit temporary service suspension to the following situations:

1. The person's conduct poses an imminent risk of physical harm to self or others and either:
a. positive support strategies have been implemented to resolve the issues leading to the temporary service suspension but have not been effective and additional positive support strategies would not achieve and maintain safety; or
b. less restrictive measures would not resolve the issues leading to the suspension; OR
2. The person has emergent medical issues that exceed the license holder's ability to meet the person's needs; OR
3. Best Care has not been paid for services.

B. Prior to giving notice of temporary service suspension, Best Care must document actions taken to minimize or eliminate the need for service suspension.

1. Action taken by Best Care must include, at a minimum:

a. Consultation with the person's support team or expanded support team to identify and resolve issues leading to issuance of the notice; and

b. A request to the case manager for intervention services identified, including behavioral support services, in-home or out-of-home crisis respite services, specialist services, or other professional consultation or intervention services to support the person in Best Care.

2. If, based on the best interests of the person, the circumstances at the time of the notice were such that Best Care unable to consult with the person’s team or request interventions services, Best Care must document the specific circumstances and the reason for being unable to do so.

C. The notice of temporary service suspension must meet the following requirements:

1. Best Care must notify the person or the person’s legal representative and the case manager in writing of the intended temporary service suspension.

2. If the temporary service suspension is from residential supports and services, including supported living services, foster care services, or residential services in a supervised living facility, including and ICF/DD, Best Care must also notify the Commissioner in writing. DHS notification will be provided by fax at 651-431-7406.
3. Notice of temporary service suspension must be given on the first day of the service suspension.
4. The written notice service suspension must include the following elements:

a. The reason for the action;

b. A summary of actions taken to minimize or eliminate the need for temporary service suspension; and

c. Why these measures failed to prevent the suspension.

5. During the temporary suspension period Best Care must:

a. Provide information requested by the person or case manager;

b. Work with the support team or expanded support team to develop reasonable alternatives to protect the person and others and to support continuity of care; and

c. Maintain information about the service suspension, including the written notice of temporary service suspension in the person's record.

D. A person has the right to return to receiving services during or following a service suspension with the following conditions.

1. Based on a review by the person's support team or expanded support team, the person no longer poses an imminent risk of physical harm to self or others, the person has a right to return to receiving services.

2. If, at the time of the service suspension or at any time during the suspension, the person is receiving treatment related to the conduct that resulted in the service suspension, the support team or expanded support team must consider the recommendation of the licensed health professional, mental health professional, or other licensed professional involved in the person's care or treatment when determining whether the person no longer poses an imminent risk of physical harm to self or others and can return to Best Care.

3. If the support team or expanded support team makes a determination that is contrary to the recommendation of a licensed professional treating the person, Best Care must document the specific reasons why a contrary decision was made.

Policy reviewed and authorized by:
Natalie Kallas, Licensed Social Worker (LSW)
Designated Manager, Best Care LLC
Legal Authority: MS § 245D.10, subd. 3

## TIMESHEETS

Timesheets: Timesheets can be completed through Best Care's Mobile Timesheet app, on paper, or electronic pdf. Blank timesheets are available on the employee resources page of the Best Care Website.

Timesheet Completion: Timesheets are to be signed by both the PCA and the Responsible Party (RP) at the end of the pay period to verify accuracy. For more information, view the "Employee How-To Videos" section of the Best Care Website.

Timesheet Due Dates: Timesheets are due every Thursday at 9am, or after your last shift of the week.

## FRAUD WASTE AND ABUSE

Providing false information on timesheets or forging signatures on timesheets is a felony. Best Care takes fraud very seriously and will report suspected fraud activity to DHS.

## ROLES OF PCA, RECIPIENT/RP AND BEST CARE

PCA Role / Job Description: It is the responsibility of the PCA to ensure the health and safety needs of the client are being met. The PCA is responsible to ensure that their conduct is consistent with Best Care policies, that they adhere to the PCA job description, and provide care as described on the care plan/assessment.

Role of the Client or Responsible Party (RP): To select, train, supervise, schedule and monitor the work of the PCAs. Also, to review and sign timesheets.

The Role of the Qualified Professional (QP): Responsible for the coordination and continuity of care for the client. They assist with the development of the care plan. The QP is required to complete home visits according to PCA rules.

Best Care's Role: Enroll and verify PCA qualifications, process criminal background studies, manage payroll duties and pay PCAs, provide program information, bill the funding source, assign QPs, trouble-shoot service issues, union reporting, etc.

## TERMINATION/RESIGNATION

To resign, the PCA and the RP need to notify Best Care, preferably in writing. PCAs may resign or be terminated without cause, however, care must be arranged if the PCA chooses to resign mid-shift. Re-employment with Best Care will be conditional on whether a two-week notice was given, their performance, and if the PCA left in good standing

## WORKPLACE INJURY

If a PCA is injured or if there is an incident related to the recipient at any time, the PCA is responsible for reporting the incident to Best Care by calling 651-330-2550 as soon as possible.

## PCA HOURS LIMIT 310

PCAs cannot work more than 310 hours in a calendar month for all agencies combined.

**ADDRESS AND PHONE NUMBER CHANGES**

Notify the office immediately of any address or phone number changes.

**FLEXIBLE USE**

Flexible Use: Recipients may use their hours flexibly throughout the week (i.e. 3 days a week instead of 7). However the total hours worked per week should stay the same to ensure hours last through the service period.

**CARE PLAN**

Every recipient must have a care plan based on the PHN assessment. Only activities on the care plan and assessment are allowed.