



CENTER FOR INDEPENDENT  
LIVING SOUTHWEST KANSAS

# **Personal Care Assistant Handbook**

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(tah/trr)



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# Personal Care Assistants Policies and Procedures

## Explanation

The Consumer-Direct Personal Care Services is a program funded through the State of Kansas by Medicaid Waivers; Physical Disabilities (PD), Frail Elderly (FE), Head Injury (HI), Mentally Retarded / Developmentally Disabled (MRDD). The role of the Center for Independent Living is to act as the payroll agent for persons receiving Personal Care Attendant Services through the Medicaid Waivers. The Consumer is the Employer and has the accountability to select, train, manage, pay and dismiss their Personal Attendants. The Personal Care Attendant's role is to assist the Consumer / Employer with tasks as designated in the agreement made between the Consumers, the Attendant and through the Consumers direction. Within this, the Attendant is directly responsible to the Consumer they are employed with, and subject to CILSWKS policies and procedures mandated as a payroll agent.

## General Policies and Procedures

*Attendants are responsible to the following Policies and Procedures:*

1. All Attendants working in the Consumer-Directed Attendant Program are employed by and are responsible to the Consumer / Employer for whom they are providing assistance. Responsible for selecting, training, scheduling, termination of employment and accuracy of time lies within the Consumer receiving Attendant services.
2. All Attendants are at will employees of the Consumer and for an indefinite time. The Consumer at anytime may terminate employment.
3. The needs of Consumers may vary, and it is the job of the Attendants to be flexible in scheduling and in the duties they are willing to perform. Because, the needs of the Consumers change, work may be available only on a sporadic basis. Temporary interruptions in employment are to be expected. Although there is no guarantee of other employment during a temporary interruption, Attendants may contact the Center to make known their availability.
4. When employment with a particular Consumer / Employer ends, it is the responsibility of the Attendant to contact CILSWKS if they would like to have their application shared with other consumers. However, CILSWKS as the payroll agent does not guarantee continued employment under any circumstances.
5. An Attendant whose employment terminates with a Consumer must resubmit designated employment forms when hired by another Consumer / Employer. Wages and Anniversary dates are not retroactive back to previous employment.
6. Attendants are responsible for following all training and personal care instruction of the Consumer to whom they are providing assistance. All assistance being provided must be included in the approved Plan of Care.

The Attendant is not permitted, nor will the Attendant be paid to work more hours for a Consumer than is allowed in the Consumer Plan of Care.

7. Attendants are subject to the Fair Labor Standard Act Section 13 (a) (15) under Companionship Services.

### **Pay Period / Paychecks**

8. CILSWKS uses a bi-monthly pay period with the first check paying, the 1<sup>st</sup> through 15<sup>th</sup> and the second pay period being the 16<sup>th</sup> through the last day of the month.
  - a. Lost checks which need to be re-issued may result in a delay of up to two weeks as well as a \$30.00 fee, which includes a bank charge for stop payment.
  - b. Federal, State and FICA taxes are withheld from employee's wages. The Consumers give CILSWKS authority to submit Worker's Compensation, State Unemployment and Benefits on their behalf.
  - c. Personal Care Attendants checks will be direct deposited.
  - d. **Paychecks are not available before payday.**

### **Time Sheets**

9. Attendants are responsible for submitting accurate time records to designated CILSWKS staff according to the following procedures:
  - a. Timesheets are to be left at the Consumer / Employer's residence at all times.
  - b. Complete daily log in and log out on time sheet with total hours calculated. Consumers are responsible for monitoring the hours worked by the Attendant, to make sure the hours do not exceed those authorized on the Consumer's Plan of Care. An Attendant should not exceed 40 hours per week excluding Sleep Cycle Support Providers who are compensated per unit rather than hourly. Due to the decrease in quality of work when working more than 40 hours a week.
  - c. At the end of reporting period, calculate total hours, insuring the total hours do not exceed authorized hours of service. Hours exceeding those authorized by Consumer's Plan of Care will not be paid. Time sheets are filled out according to the two pay periods, the 1st to the 15th and the 16th through the last day of the month. Time sheets must indicate whether the time worked is A.M or P.M.
  - d. Sign time sheet and submit to Consumer / Employer for approval and signature.
  - e. Completed timesheets must be received, by 1:00 P.M. according to the scheduled due date on the timesheet. CILSWKS will return time sheets that are not completed correctly for correction and approval by the

Consumer. Returned timesheets will usually miss the deadline for checks to be issued that pay period. Paychecks will not be issued for late timesheets until the next pay period.

- f. Timesheets that are turned into the office must be placed in the appropriate receptacle. The Center for Independent Living Southwest Kansas is not responsible for time sheets that are misplaced due to turning them in to other attendants or staff members for submission.
10. Consumers are responsible to report all changes in scheduling and number of hours worked to designated CILSWKS personnel immediately after receiving updated Plan of Care.
11. Attendants are responsible for directing all employment disputes, wage disputes, or any disagreement first with the Consumer (the Employer). If it is not settled, then the designated CILSWKS staff member will help resolve the dispute.
12. Under no circumstances will Attendants be authorized to provide services or to submit hours for the time that a Consumer is hospitalized or receiving any other institutionalized care.
13. Attendants are responsible to perform services in a courteous, and professional manner at all times.
14. All Attendants are expected to follow generally accepted safety procedures while performing Personal Attendants tasks. All Attendants are responsible to report all work-related incidents that result in, or may result in, injury to themselves or the Consumer for which they provide assistance, to designate CILSWKS administrative personnel prior to the close of business that day (5:00 P.M.). If the incident occurs after 5:00 P.M. or over a weekend or holiday it must be reported prior to 12:00 noon the following workday. Attendants are not authorized to return to work without a medical release. Any medical release must be presented to the appropriate Attendant Service Staff before an Attendant may return to work.
15. All Attendants are expected to arrive at their job site as scheduled by the Consumer receiving assistance.
16. All Attendants are required to provide the Consumer / Employer receiving Consumer-Directed Attendant Services advanced notice of absence or necessary changes in schedule, i.e. going to be late, at least four hours prior to scheduled arrival for work. Failure to do so may result in termination of your employment with the Consumer.

## **Benefits**

### *Vacation / Sick / Holiday Leave*

17. Vacation, Sick, or Holiday leave is not provided for Attendants. PCA will not receive mileage reimbursements or gas for their vehicle.

## **Raises**

18. Consumers may request a raise for their staff (Personal Attendants) by filling out the Form PA-PAR1. You can submit the form at anytime, but the raise does not take effect until the next pay period which would be the 1st or the 16th of the month whichever comes first.

## **Drug-Free Workplace Policy**

19. CILSWKS in accordance with the Drug-Free Workplace Act of 1988 declares that it is committed maintaining a drug-free workplace in order to ensure the safety and productivity of employees and the quality of services. To this end, be informed that:

- a. The manufacturer, distribution, dispensing, possession, and / or use of illegal drugs / alcohol is prohibited: 1. At any time on company property and / or 2. Either on or off company property during working hours (including rest and lunch breaks).
- b. Use of illegal drugs<sup>1</sup> and / or alcohol, prescription or non-prescription drugs, which results in a sub-standard work performance and / or render the employee unsafe to himself / herself and / or others is also prohibited.
- c. When management has reasonable cause to believe that any employee has violated this policy, the employee may be required to submit to a drug-screening test and the employee shall allow the results to be furnished to the employer. If the results of a drug-screen test warrants disciplinary or disqualification action, and employee shall afforded due process via the Grievance Procedure prior to any final action being taken. Only the Executive Director has the discretion to authorize a retest by the original or a different laboratory on the same or new specimen. This would occur only if the Director determines that the technical standards established for the test methods or chain-of-custody procedures were violated in deriving a confirmed “positive” result or has other appropriate cause to warrant a re-test.
- d. Employees are required to notify the employer of a D.U.I and / or drug statute conviction and / or diversion within the past 5 years.
- e. CILSWKS reserves the right to modify, supplement revoke and / or substitute any policy and / or procedure stated herein.

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<sup>1</sup> *Illegal drugs means controlled substances included in Schedule I or II as defined by Section 802 (6) of Title 21 of US Code, possession of which is unlawful under Chapter 13 of that Title. The term “illegal drug” does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.*

## **Grievance Procedure**

20. An Attendant that has a grievance with a Consumer or from some action of CILSWKS must attempt to resolve the matter first with the Consumer or Center. This may be accomplished by filing either a verbal or written grievance specifically detailing his / her complaint. This shall be submitted in a timely matter no later than 30 working days after occurrence.

If the matter is not resolved the Attendant may file a grievance with the Executive Director. The Executive Director shall complete an investigation and shall report the results and plan of action to resolve the matter to the employee within 10 working days of receiving the grievance.

The decision of the Executive Director shall be final. In all cases every effort shall be made to resolve the grievance at the earliest possible point.

Employee have the right to contact DRC (Disability Rights Center) at any time during the grievance procedure or if they wish to appeal a decision. The following is the address to be used should this action be considered.

3640 SW Topeka Blvd., Ste 15  
Topeka, Ks 66612  
785-266-8193 – V / TDD  
800-432-2326 – Toll Free  
785-266-8574 – Fax

3745 S.W. Wanamaker  
Topeka, Ks 66610  
785-273-9661 – Voice / TDD  
877-776-1541 – Toll Free  
785-273-9414 – Fax

## **Abuse, Neglect, Exploitation**

### *How to Report*

21. You are to report abuse, neglect and / or exploitation to the Kansas Protection Report Center at : 1-800-922-5330. Telephone lines are staffed 24 hours a day including holidays.

### *Recognizing the Problem*

Abuse, neglect, exploitation, and fiduciary abuse are terms describing a wide range of potentially harmful situations. They can result from intentional or unintentional actions by a caregiver, friend or relative, as well as the elderly or disabled individuals themselves.

### *Examples include:*

- ❖ Individuals about to have their electricity shut off because they forgot to pay bill ;
- ❖ Individuals with disabilities who are being cared for by a friend or relative, and are not receiving adequate food, clothing, or necessary medical care ;
- ❖ elderly people who refuse needed medical care despite urging from friends ;
- ❖ An elderly people who refuse needed medical care despite urging from friends.

- ❖ A person who has become disoriented, home delivered meal remnants pile up and spoil, and grime and dirt are evident throughout the house ;  
or
- ❖ An elderly parent who lives with their adult child and has been observed at a Senior Center with questionable bruises.

**You can report abuse, neglect, and / or exploitation anonymously to:  
Kansas Protection Report Center 1-800-922-5330**

### **Confidentially Policy**

#### *Consumer Information*

22. The Attendant will consider all information regarding a consumer to be completely confidential and must not discuss this information with anyone except the Consumer and will not share this information without the Consumer or Guardians consent.

Attendants must not discuss any information with any other agencies. Any requests for information by other agencies or individuals must be directed to a CILSWKS staff member who will follow the necessary procedures for releasing information. Failure to comply with these policies could result in termination.

#### *Personal Care Assistant Information*

23. Information concerning a Personal Care Assistant employment will also be considered confidential. Therefore we cannot release any information concerning your employment to agencies or businesses that contact us to verify your wages during employment. If you want information released a signed released of information form each time verification is needed.

This release only pertains to information concerning wages. CILSWKS acts as a payroll agent for the Customer therefore we cannot provide work performance information or reference. The Customer, which you work for, is your contact if this information is needed.

# Safety Information

## Hepatitis B

Hepatitis B is a Blood borne pathogen that is present in infected blood and certain body fluids (amniotic fluid, pericardial fluid, peritoneal fluid, pleural fluid, synovial fluid, cerebrospinal fluid, semen, vaginal secretions, and any body fluid visibly contaminated with blood). Nationwide, there are approximately 300, 00 new cases of Hepatitis B infection per year, 75, 000 (25%) of infected persons developing acute hepatitis. Of these infected individuals, 18, 000 – 30,000 (6% - 10%) will become Hepatitis B Virus (HBV) carriers, at risk of developing chronic liver disease (chronic active hepatitis, cirrhosis, and primary liver cancer), and infectious to others.

How to prevent Hepatitis B infection?

1. Use “Universal Precautions”
2. Hand washing
3. Hepatitis B vaccination

What are “Universal Precautions”?

The concept of “universal precautions” involves taking precautions with All blood and body fluids as if it were infected.

- a. Use protective equipment (i.e. gloves, masks, etc.) whenever there is the possibility of coming in contact with blood or body fluids.
- b. Wash hands and any exposed body parts as soon as possible after contact with blood or body fluids, even if wearing protective equipment.
- c. Disinfect any contaminated work surfaces.



# Notice of Use of Personal Information (HIPAA)

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

The Center for Independent Living Southwest Kansas (CILSWKS) understands that information collected about you and your health is personal. Keeping your health information private is one of our most important responsibilities. We are committed to protecting your health information and following all laws regarding the use of your health information. This policy applies to CILSWKS employees, staff, personal care assistants, and volunteers. The following is a notice of our legal duties and privacy practices with respect to your health information. If you have questions about any part of this notice or wish to receive more information about the privacy practices at CILSWKS, please contact the Executive Director.

## **What is Health Information?**

Information that relates to the past present or future physical or mental health condition(s) of an individual, provision of health care services in the past present or future that were acquired orally or in a written medium that is created or received by a health care provider, health plan public health authority, housing, employer, insurer, school, university or service provider dealing with issues of your health.

## **How CILSWKS May Use or Disclose Your Health Information.**

The following categories describe the ways CILSWKS may use and disclose your health information, as part of our normal operations to assist you, *without asking you for permission*. For each category of uses and disclosures, we will explain what we mean and present some examples. In each category we will only disclose the minimum amount of information needed to accomplish the task. Not every use or disclosure in a category will be listed. However, the ways we are permitted to use and disclose information will fall within one of the categories.

1. Payment Functions. We may use or disclose health information about you to determine eligibility for plan benefits, obtain premiums, facilitate payment for the treatment and services received from providers, determine program responsibilities for benefits, and to coordinate program benefits. For example, payment functions may include reviewing the medical necessity for health care services, reviewing a plan of care for payment to one of CILSWKS community partners such as a Community Developmental Disability Organization,

a Community Mental Health Center, a Regional Alcohol and Drug Abuse Treatment Center, just to mention a few. We may also use or disclose health information to facilitate proper payment for treatment such as providing your Medicaid identification number to a health care provider, a pharmacy or other health provider who provide services to our customers.

2. Required by Law. As required by law, we may use and disclose your health information. For example, we may disclose medical information when required by a court order in a litigation proceeding such as a malpractice action, a child custody hearing, or establishing paternity.
3. Disclosures about Victims of Abuse, Neglect, or Domestic Violence. We may disclose protected health information about an individual who we reasonably believe is a victim of abuse, neglect, or domestic violence to a government authority, including a social service or protective services agency, authorized by law to receive reports of such abuse, neglect or domestic violence.
4. Oversight Activities. We may disclose your health information to health agencies during the course of audits, investigations, inspections, licensure and other proceedings related to oversight of the Agency programs. Examples would be sharing health information with the Kansas Department of Health and Environment for their licensure activities involving child care centers or nursing home facilities.
5. Judicial and Administrative Proceedings. We may disclose your health information in the course of any administrative or judicial proceeding.
6. Law Enforcement. We may disclose your health information to a law enforcement official for purposes such as identifying or locating a suspect, fugitive, material witness or missing person, or complying with court order or subpoena and other law enforcement purposes.
7. Public Safety. We may disclose your health information to appropriate persons in order to prevent or lessen a serious and imminent threat to the health or safety of a particular person or the general public.
8. Worker's Compensation. We may disclose your health information as necessary to comply with Worker's Compensation or similar laws.
9. Marketing / Grant Writing. We may provide health information to other state or local agencies that may contact you to give you information about health related benefits and services that may be of interest to you.
10. Appointment Reminders. We may use and disclose your health information to contact you with appointment reminders for treatment or services provided by CILSWKS.
11. Research Activities. We may disclose health information about you for research purposes.

### **When CILSWKS May Not Use or Disclose Your Health Information.**

Except as described in this Notice of Privacy Practices, we will not use or disclose your health information without written authorization from you. If you do authorize us to use or disclose your health information for another purpose,

you may revoke your authorization in writing at any time. If you revoke your authorization, we will no longer be able to use or disclose health information about you for the reasons covered by your written authorization, though we will be unable to take back any disclosures we have already made with your permission.

### **Statement of Your Health Information Rights**

1. **Right to Request Restrictions.** You have the right to request restrictions on certain uses and disclosures of your health information. CILSWKS is not required to agree to the restrictions that you request. If you would like to make a request for restrictions, you must submit your request in writing.
  - **Request for restriction.** A request for restriction must contain what you want to limit, whether you want to limit our use, disclosure, or both, and to whom you want limits applied.
  - **Termination of restriction.** We reserve the right to terminate our agreement to the restriction in event of an emergency or safety purposes. We will inform you of this in writing. You may also terminate restrictions by notifying us in writing.
2. **Right to Request Confidential Communications.** You have the right to receive your health information through a reasonable alternative means or at an alternative location. To request confidential communications, you must submit your request in writing.
3. **Right to Inspect and Copy.** You have the right to inspect and copy health information about you that may be used to make decisions about services provided. To inspect and copy such information, you must submit your request in writing to CILSWKS. If you request a copy of the information we may charge you a reasonable fee to cover expenses associated with your request.
  - **Denied Inspection Requests. We may deny your request to inspect and copy if we have been restricted by other agency to allow you access to the information in this case you should contact the original source for access to your health information.**
4. **Right to Request Amendment.** You have the right to request that CILSWKS amend your health information that you believe is incorrect or incomplete. We are not required to change your health information and if your request is denied, we will provide you with information about our denial and how you can disagree with the denial. To request an amendment, you must make your request in writing to CILSWKS.
  - **Denied Amendment Requests. We may deny your request to amend if the information was not created by CILSWKS, it is not part of the information we maintain, it is part of the information you would not be allowed to inspect or copy**
5. **Right to an Accounting of Disclosures.** You have the right to receive a list of “accounting of disclosures” of your health information made by us, except that we do not have to account for disclosures made for

purposes described in Section A 1-3, of this document, disclosures authorized by you or disclosures made to you. To request this list of disclosures you must submit your request in writing to CILSWKS.

6. Right to Paper Copy. You have a right to receive a paper copy of this Notice of Privacy Practices at any time. To obtain a paper copy of this Notice, send your written request to the local contact of CILSWKS. You may also obtain a copy of this Notice at our website: [www.cilswks.org](http://www.cilswks.org)

### **Changes to this Notice of Privacy Practices**

CILSWKS reserves the right to amend this Notice of Privacy Practices at any time in the future and to make the new Notice provisions effective for all health information that it maintains. We will promptly revise our Notice and distribute it to you whenever we make material changes to the Notice. Until such time, CILSWKS is required by law to comply with the current version of this Notice.

### **Complaints**

If you believe your privacy rights have been violated, you may take the following actions:

1. File a written complaint with CILSWKS by contacting the Executive Director.
2. File a written complaint with:  
Office for Civil Rights  
Secretary of the Department of Health and Human Services  
601 East 12<sup>th</sup> Street - Room 248  
Kansas City, Missouri 64106.

You will not be retaliated against for filing a complaint. Your health care services and/or benefits will not be affected in any way.

### **Effective Date**

This Notice of Privacy Practice is effective 10/1/2003.

# PERSONAL CARE ASSISTANT HANDBOOK

## Certificate of Acknowledgement

By signing below, I acknowledge that I have read each of the policies and safety information described in the Personal Care Assistant Handbook. I have asked any questions that I had, and I understand these policies. I understand that it is my obligation to know and abide by these policies. I understand that deliberate failure to follow these policies is a breach of policy and I can be terminated.

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(Print) Personal Care Assistant's Name

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Personal Care Assistant Signature

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Date

---

(Print) Consumer's Name

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Consumer / Employer's Signature

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Date

---

PCA Coordinator

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Date