



Homemaking, Housekeeping, and Respite Care Policy Manual

Effective January 1, 2016

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In-Home Personal Care & Homemaking
Serving North-Western Minnesota

Mission Statement

Our name is an acronym of our **MISSION STATEMENT**.

HOME - *Home* is the word we use to describe the place where each person should be able to find rest, nourishment, comfort, healing and belonging, regardless of ability.

at - Where it's *at* for us; connecting every person to a great care giver.

HEART - *Heart* of great care giver is one of trust, hospitality, compassion and responsibility.

CARE - *Care*, We care about people, because God cares about people.

Vision

To support In-Home Care Givers throughout the State of Minnesota who can make a Godly difference in someone's heart and home.

Core Values

TRUST:

We honor all relationships we have be serving with honesty and integrity.

HOSPITALITY:

We make the most of the every opportunity we are given to help someone feel valued and loved.

COMPASSION:

We serve the kindness and compassion, following Christ's example for us.

RESPONSIBILITY:

We work hard to meet the needs of the people with which we have been entrusted.

Chapter

1

INTRODUCTION

This policy manual (“Manual”) has been prepared as a guide book for providers of homemaking services or respite care services as employees of Home at Heart Care, Inc. It also contains general guidance serving as the basis for policies and procedures that Home at Heart Care, Inc. may develop.

The policies and procedures described in this Manual are implemented at the discretion of Home at Heart Care, Inc. and may be modified, changed, deleted and/or added to at any time and from time to time. Any and all decisions by Home at Heart Care, Inc. directors, officers and/or supervisors concerning the interpretation or application of these policies and procedures are at Home at Heart Care, Inc.’s sole and absolute discretion and shall be absolute, final and binding upon all employees. The policies and procedures set forth in this Manual (and any subsequent amendments and/or revisions thereto) revoke any and all previous inconsistent policies and procedures (whether oral or written) of Home at Heart Care, Inc., effective immediately upon communication by Home at Heart Care, Inc. to its employees.

Please note, however, that the policies and procedures contained within this Manual do not represent and are not to be construed as an exhaustive list of all Home at Heart Care, Inc. policies and procedures and this Manual does not cover every situation that may arise from day to day. The Board of Directors (“Board”) or the President/Chief Executive Officer of Home at Heart Care, Inc. may adopt policies and/or procedures in addition to those set forth within this Manual from time to time, at their sole and absolute discretion; however, in the event of any conflict between such policies or procedures and this Manual, the provisions contained within this Manual shall govern unless otherwise specifically set forth in writing.

THIS MANUAL IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY, AND NO PROVISION OF THIS MANUAL IS INTENDED TO CREATE AN EMPLOYMENT CONTRACT OR OTHER CONTRACTUAL RELATIONSHIP BETWEEN HOME AT HEART CARE, INC. AND ANY PERSON. EXCEPT AS OTHERWISE PROVIDED IN THIS MANUAL AND/OR IN A WRITTEN EMPLOYMENT CONTRACT OR OTHER WRITTEN AGREEMENT, HOME AT HEART CARE, INC. AND ALL OF ITS EMPLOYEES HAVE AN EMPLOYMENT RELATIONSHIP THAT IS KNOWN AS “EMPLOYMENT AT-WILL”, MEANING THAT HOME AT HEART CARE, INC. OR THE EMPLOYEE MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, WITH OR WITHOUT CAUSE. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF A WRITTEN EMPLOYMENT AGREEMENT AND THIS MANUAL, THE WRITTEN EMPLOYMENT AGREEMENT SHALL GOVERN.

THIS MANUAL AND ALL CONTENT HEREIN CONSTITUTES THE SOLE AND EXCLUSIVE INTELLECTUAL PROPERTY OF HOME AT HEART CARE, INC. ANY UNAUTHORIZED USE OR REPRODUCTION OF ALL OR ANY PORTION OF THIS MANUAL WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF HOME AT HEART CARE, INC. IS STRICTLY PROHIBITED.

Home at Heart is an administrator for Minnesota Health Care Programs providing Personal Care, Homemaking, Housekeeping, Respite Care, Companion and Chore Services. All employees should recognize the State of Minnesota frequently changes and updates policies and procedures. For the latest policies and procedures, all employees should consult the latest changes on-line at www.dhs.state.mn.us.

Throughout the rest of this policy manual, Home at Heart Care, Inc. will be referred to as “Home at Heart”, “we”, “our” or “us”, as applicable. The Chief Executive Officer will be referred to as “GM”. Qualified Professionals/Registered Nurses may be referred to as “QP”. Employees will be referred to as “employees”, “staff”, “caregivers” or “you”, as applicable.

THE PROVISIONS OF THIS MANUAL ARE EFFECTIVE AS OF JANUARY 1, 2016 UNLESS OTHERWISE SPECIFIED HEREIN.

EMPLOYMENT INFORMATION

AT WILL EMPLOYMENT

It is our hope and expectation that both Home at Heart and each employee will have a long lasting and mutually beneficial relationship. However, as an employee develops new skills and as an employee's circumstances may change, an employee may choose to pursue other career opportunities. Likewise, business directions and needs are subject to change. For this reason Home at Heart has an at-will employment policy that allows either the employee or Home at Heart to terminate the employment relationship at any time and for any reason.

EQUAL OPPORTUNITY EMPLOYMENT

Home at Heart is an equal opportunity employer. It is our policy to employ qualified people without regard to race, color, religion, sex, age, marital status, physical or mental disability, national origin or ancestry, veteran's status, or any other category protected by federal state or local law. This policy applies to all aspects of employment, including but not limited to application, hiring, selection and placement, training and development, promotion, compensation, benefits, recalls, leaves of absence, discipline and termination.

Home at Heart is committed to complying fully with the Americans with Disabilities Act ("ADA") and the Minnesota Human Rights Act ("MHRA") to the fullest extent applicable to Home at Heart and ensuring equal employment opportunities for qualified persons with disabilities under the MHRA and/or ADA, as applicable.

Our organization will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, sex, sexual orientation, disability, age, marital status, membership or activity in a local human rights commission, or status with regard to public assistance. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, selection, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Consistent with the MHRA and/or ADA, as applicable, Home at Heart will make reasonable accommodations to all qualified persons with disabilities under the MHRA and/or ADA, as applicable, and Home at Heart will comply in all respects with any applicable local regulation or ordinance that provides qualified persons with disabilities greater protection than the ADA and/or MHRA.

OPEN DOOR POLICY

Home at Heart values all of its employees and is committed to providing a positive work environment where employees take responsibility and ownership for problem solving at all levels of the business. We desire and expect all employees to be fully informed of Home at Heart policies and procedures affecting their jobs, work environments and client relationships. We encourage at every opportunity that employees express their concerns and opinions and discuss their complaints and concerns with Home at Heart management.

Employees are invited to seek information on matters affecting their positions and their employment. If a problem or issue affecting work should arise, management is available to listen, counsel, or discuss concerns. Your immediate supervisor or QP should be your first point of contact when trying to resolve problems or concerns. If you feel your issues or concerns have still not been resolved at this level, we would welcome you to bring your concerns to the GM.

DISMISSAL POLICIES AND DISCIPLINARY PRACTICES

The goal of Home at Heart’s disciplinary policy is to correct improper behavior and eliminate unacceptable performance or behavior while protecting the interests of our clients. With this in mind, Home at Heart may use progressive or creative disciplinary procedures when dealing with employee problems. The purpose is to enable employees to understand what is expected in terms of behavior and performance and to provide Home at Heart employees with a reasonable opportunity to correct improper or unacceptable behavior. Home at Heart’s goal is to resolve problems through open communication. The normal steps in the process are as follows:

1. Oral reprimand
2. Written reprimand (placed in employee file)
 - Strike 1
 - Strike 2
 - Strike 3
3. Suspension (with or without pay)
4. Termination of employment

The above steps may not be used in all situations, and in no way should any provisions within this Manual be considered a contract or guarantee of employment. As described above, Home at Heart has an “employment at will” policy, and either an employee or Home at Heart may terminate the employment relationship at any time, with or without cause, and with or without advance notice, unless otherwise provided in a written employment agreement signed both the employee and an authorized officer of Home at Heart.

There are some situations where progressive discipline is not appropriate, and an employee may be terminated without going through all or any of the steps indicated above. This may occur if the health, safety or welfare of a Home at Heart client, employee or representative is endangered in any way by an employee’s conduct; certain actions constituting grounds for termination as set forth within this Manual are taken, or in other situations deemed necessary by Home at Heart, in its sole and absolute discretion. For example, an employee who fails to report for work for two (2) consecutive shifts without notifying Home at Heart management of inability to work may be subject to immediate termination. No future employment recommendations will be furnished to any employee whose services are terminated for disciplinary action.

VOLUNTARY RESIGNATION/CHANGE IN EMPLOYMENT STATUS

Home at Heart requests that each employee provide Home at Heart with written notice two (2) weeks prior to the employee’s voluntary resignation. Upon resignation or other change in status of employment with Home at Heart, Home at Heart also requests that each employee sign the Status Change Form.

EMPLOYEE RESPONSIBILITIES

PERSONAL APPEARANCE

A neat, professional, well-groomed appearance is required and expected of all Home at Heart employees when they are working. This is important as the employees act as visual representatives of Home at Heart and are an essential part of who you are and the image we want to present.

EMPLOYEE FILES

Employee files are maintained for each employee at our offices in Clearbrook, Minnesota. The purpose of an employee file is to maintain an accurate record of each employee's work history and current employment status with Home at Heart. Home at Heart forms, documents and correspondence relevant to an employee's status are maintained and protected in the permanent file. The following forms are required to be kept in an employee's file:

- Home at Heart Application
- DHS Application
- DHS Background Study with Results
- Acknowledgment Form
- Fraud Statement Form
- Waiver Provider 101 and/or PCA State Training Certificate
- Emergency Contact
- Withholding Tax Form (W-4)
- Eligibility to Work in United States (I-9)
- Evaluations of Employee's Performance
- Documentation of qualifications, orientation, training, and performance evaluations as required by Minnesota law and this Chapter 3, including the date the training was completed, the number of hours per subject area, and the name of the trainer or instructor
- Date of first supervised contact with client and date of first unsupervised client contact

Each employee has the responsibility of notifying Home at Heart of changes to information within the employee's file to ensure that such employee's records are current as to the following:

1. Name
2. Address
3. Telephone number
4. Emergency Contact
5. Withholding Tax Information (W-4)
6. Eligibility to Work in the United States (I-9)

The records maintained in the employee files are Home at Heart property; however, employees are allowed to review their own employee file in the presence of the GM. An employee may obtain a copy of their employee file by making a request in writing. **Notwithstanding the foregoing, all information contained within the employee files of employees, other than you, constitutes confidential information as described at Chapter 4 of this Manual.**

Home at Heart cooperates with outside organizations by providing information, upon request, about current and former employees. Information released is limited to dates of employment, most current job title, location of employment, and verification of wages. No other information is provided without written consent from the employee or as required by law.

EMPLOYEE TRAINING

A. Home at Heart will provide staff with orientation and annual training as required in Minnesota Statutes, Section 245D.09. Staff with fewer than five (5) years of documented experience must receive a minimum of twenty-four (24) hours of annual training and staff with five (5) or more years of documented experience must receive a minimum of twelve (12) hours of annual training. In addition, except as provided at Chapter 6, the following training requirements apply:

1. Before having unsupervised direct contact with persons served by Home at Heart, Home at Heart will provide instruction on the following:
 - a. what constitutes the use of restraint, time out, seclusion, and chemical restraint;
 - b. staff responsibilities related to ensuring prohibited procedures are not used;
 - c. why such prohibited procedures are not effective for reducing or eliminating symptoms or undesired behavior;
 - d. why prohibited procedures are not safe;
 - e. the safe and correct use of manual restraint on an emergency basis according to the requirements in Minnesota Statutes, Section 245D.061 and this Policy;
 - f. appropriate and safe techniques in personal hygiene and grooming, including hair card, bathing, care of teeth, gums, and oral prosthetic devices, and other activities of daily living as defined under Minnesota law;
 - g. an understanding of what constitutes a healthy diet according to data from the Centers of Disease Control and Prevention and skills necessary to prepare that diet;
 - h. skills necessary to provide appropriate support in instrumental activities of daily living as defined under Minnesota law;
 - i. demonstrated competence in providing first aid;
 - j. The Client's coordinated service and support plan (or addendum thereto) as it relates to the responsibilities assigned to the license holder and, if applicable, the Client's individual abuse prevention plan and Property Authorization Form, as applicable;

- k. Medication administration (if applicable); and
 - l. Safe and correct operation of medical equipment used by the person to sustain life (if applicable).
2. Within sixty (60) days after hire, Home at Heart must provide instruction and ensure completion of thirty (30) hours of orientation for direct support staff the combines supervised on-the-job training with review of and instruction in the following topics:
- a. the job description and how to complete specific job functions, including: (i) responding to and reporting incidents as required by Minnesota law and (ii) following Home at Heart's safety practices and safety practices required under Minnesota law;
 - b. Home at Heart's policies and procedures, including their location and access, and staff responsibilities related to implementation of those policies and procedures;
 - c. Data privacy requirements under Minnesota and federal law, and staff responsibilities related to complying with data privacy practices;
 - d. Service recipient rights and staff responsibilities related to ensuring the exercise and protection of those rights in accordance with Minnesota law;
 - e. Maltreatment reporting requirements under Minnesota law and staff responsibilities related to protecting persons from maltreatment and reporting maltreatment. **This orientation must be completed no later than seventy-two (72) hours after first providing direct contact services, and annually thereafter in accordance with Minnesota law;**
 - f. The principles of person-centered service planning and delivery as required by Minnesota law, as well as how such principles apply to direct support service provided by the employee;
 - g. 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;
 - h. de-escalation methods, positive support strategies, and how to avoid power struggles;
 - i. simulated experiences of administering and receiving manual restraint procedures allowed by Home at Heart on an emergency basis;
 - j. how to properly identify thresholds for implementing and ceasing restrictive procedures;
 - k. how to recognize, monitor, and respond to the person's physical signs of distress, including positional asphyxia;
 - l. the physiological and psychological impact on the person and the staff when restrictive procedures are used;
 - m. the communicative intent of behaviors; and
 - n. relationship building.

B. Training on these topics received from other sources may count toward these requirements if received in the twelve (12)-month period before the staff person's date of hire or in the twelve (12)-month period before Home at Heart's 245D-HCBS license became effective on January 1, 2014.

PAYROLL/TIME SHEETS

Home at Heart payroll and time sheet completion and submission policies will be as determined by Home at Heart from time to time and communicated to Home at Heart employees in writing. Below is the current policy as of January 1, 2016:

Time sheets must be submitted without error by 9am Tuesday for payment in the next week payment cycle. Home at Heart requires a 7 day hold of time sheets for review and verification and 2 days for processing all electronic deposits and paper checks.

- *It is the responsibility of the Caregiver to verify that their time has been received and approved for payment.*
- *Home at Heart pays weekly and makes every effort to have electronic payments and paper checks available on Thursdays. However we cannot guarantee payment due to holidays, mail interruptions and electronic transfer delays.*
- *Consult Home at Heart for holiday schedule changes.*
- *Timesheets and expense reports must be submitted consistently, either weekly or bi-weekly.*

Time sheets must be submitted by email, fax, mail or in person within thirty (30) days after the first original date of service to which the time sheet relates. Time sheets received after thirty (30) days will be held for confirmation of payment to Home at Heart Care before paycheck is issued to employee.

FAMILY AND MEDICAL LEAVE ACT POLICY

Home at Heart is committed to compliance with the Family and Medical Leave Act of 1993 (the "FMLA"). Home at Heart's Family and Medical Leave Act Policy is attached as Appendix 6, the purpose of which policy is to provide employees with a basic understanding of their rights and obligations under the FMLA. Home at Heart reserves the right to change Appendix 6 at any time and from time to time at its sole and absolute discretion, which revisions shall be effective as to its employees immediately upon Home at Heart's written notice of such changes to such employees.

FRAUD, WASTE AND ABUSE AWARENESS TRAINING; TIME LIMITATIONS

1. Billable Time / Fraudulent and Criminal Activities

The only time that is acceptable for being recorded, paid, and billed is time spent in the presence of the client or time accomplishing tasks that are on the client's care plan.

Listed below are examples (but by no means an exhaustive list) of actions that authorities may consider fraudulent and/or criminal, all of which are expressly prohibited conduct for all employees of Home at Heart and can result in disciplinary action, including immediate termination (as well as possible criminal sanctions, including jail time):

- a. Recording extra hours; for example you worked on Tuesday and put the time down for Saturday.
- b. Overlapping time for multiple clients. For example recording for client A; 9am-3pm and on the same day recording client B's time 2-pm-5pm.
- c. Recording a start time of 9:00 a.m. when you came at 9:08 a.m.
- d. If you miss a day with your client for any reason and record time for that missed day even though your client said you could.
- e. Recording time for any day when a client is in a hospital, long term care facility or incarcerated.

2. Caregiver Time Limitations.

- a. *Caregivers are not allowed to work more than forty (40) hours per week without a fully-signed AMENDMENT NO. 2 to Employment Agreement.*
- b. *Caregivers are subject to disciplinary actions up to and including possible termination for any time in excess of any of the preceding and foregoing time limitations.*
- c. *All employees who perform homemaking, housekeeping and/or respite care services for compensation from entities or persons other than Home at Heart must notify Home at Heart of the name(s) of any other provider(s) and the number of hours worked for such other provider(s) during each pay period.*
- d. *Effective January 1, 2016, all caregivers who serve multiple clients in a day will be paid travel time between clients based on the shortest distance between clients. Caregivers must submit a weekly travel time expense report with client time sheets attached. Effective January 1, 2016, Home at Heart Care does not pay mileage for driving to, between or from clients, or running errands for clients. (See "TRAVEL TIME POLICY" below and Home at Heart Care Wage & Benefits Memorandum effective January 1, 2016, which is subject to change by Home at Heart Care at any time and from time to time and which revisions shall control in the event of any inconsistency within this Manual.)*

Home at Heart reserves the right to make unannounced visits to our clients to investigate accuracy of time sheets, as well as to inform governmental investigative officials regarding any irregularities in employee time reports, as well as to impose disciplinary sanctions (including without limitation termination of employment) for the same.

Home at Heart uses strikes, disciplinary actions and terminations to prevent fraudulent time billings to Medical Assistance. A **strike** is given to any employee who turns in time that is not legal. (Authorized time is defined in your employee manual and on the back of your time sheets.) Visits or telephone calls that Coordinator or Management makes to a client's home are all required to be documented, including who was there, time and date. When we prepare time for billing to Medical Assistance your time records are cross-referenced with our management records. Sometimes when we do this, we find an employee has turned in time when our Coordinator documented the employee

was not there. If we find a conflict in the employee's recorded time we will ask that employee to resubmit their time sheet. Depending on the circumstances an employee could receive a strike, possible disciplinary action or termination. A worst case example might be anytime we document that an employee has turned in time for a time period when a client is in a hospital, nursing home, jail or other documented institution, in these cases employees who do this are usually terminated. Be careful to record only actual time worked. We expect all employees to record time honestly and only record time when you are with your client, providing cares for the client.

FINANCIAL REPORTING AND CONTROLS

Home at Heart is responsible for maintaining its financial records in compliance with the law and generally accepted accounting principles. Specifically, every employee is responsible, to the extent that your job requires, for:

1. Honest, accurate, understandable and timely recording, reporting and retention of information.
2. Full, fair, accurate, timely and understandable disclosure in reports and other documents that Home at Heart files or submits to any governmental or regulatory agency.
3. Accurately reflecting in all financial books, records and accounts all transactions and events.
4. Complying with Internal Revenue Service and Minnesota Department of Revenue requirements and generally accepted accounting principles.
5. Maintaining an adequate internal control structure and procedures for financial reporting.
6. Certifying, to the best of your knowledge, that accounting entries or financial transactions fairly represent Home at Heart's financial condition and results of business.

Employees are specifically prohibited from:

1. Making or omitting an entry that intentionally hides, disguises or misrepresents the true nature of any transaction.
2. Recording false or artificial transactions.
3. Altering, destroying, mutilating, concealing, covering up or falsifying financial records for the purpose of rendering those records to be incorrect, misleading or unavailable for use in an official proceeding.
4. Providing false, incomplete or misleading information to an internal or external auditor.
5. Fraudulently influencing, coercing, manipulating or misleading an outside auditor of Home at Heart's financial statements for the purpose of rendering those financial statements to be misleading in any material way.
6. Deferring or accelerating the recording of items that should be recognized within the proper accounting period.
7. Maintaining undisclosed or unrecorded funds, assets, liabilities or contingencies.
8. Approving or making a payment with the intention that it is to be used for any purpose other than that described by the document supporting the payment.

WORK BREAKS / MEAL BREAKS

An employee working for four (4) or more consecutive hours may take a work break of up to fifteen (15) minutes (or time sufficient to utilize the nearest convenient restroom, if longer) within the second and/or third hours of each four (4) hour period. The work break shall not be deducted from the time for which such employee is paid.

During any eight (8) or more consecutive hours of work, an employee may take an unpaid meal break of thirty (30) to sixty (60) minutes, during which meal break the employee may leave the employee's work location and is relieved of all employment duties. Each employee is required to properly document such employee's meal break times as required by Home at Heart's payroll and time sheet polices.

Work breaks and meal breaks must not be scheduled at a time which may jeopardize the safety of, or result in an inconvenience to, any Home at Heart client or employee.

COMMUNICABLE DISEASE CONTROL PLAN

All employees are subject to the Home at Heart Care, Inc. Communicable Disease Control Plan as adopted and amended by Home at Heart at any time and from time to time

COORDINATED SERVICE AND SUPPORT PLAN AND ADDENDUM

A recipient of Homemaking or Respite Care Services provided by Home at Heart Care will receive services pursuant to a written coordinated service and support plan and addendum, including without limitation the Funds and Property Authorization form and Individual Abuse Prevention Plan, as applicable to each recipient.

EMERGENCY USE OF MANUAL RESTRAINTS

All employees are subject to the Home at Heart Care, Inc. Emergency Use of Manual Restraints Policy as adopted and amended by Home at Heart at any time and from time to time. The Emergency Use of Manual Restraints Policy is as follows:

EMERGENCY USE OF MANUAL RESTRAINTS POLICY

I. POLICY:

It is the policy ("Policy") of Home at Heart Care, Inc. ("Home at Heart") to promote the rights of persons served by Home at Heart and to protect their health and safety during the emergency use of manual restraints.

"Emergency use of manual restraint" means using a manual restraint when a person poses an imminent risk of physical harm to self or others and it 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.

II. POSITIVE SUPPORT STRATEGIES AND TECHNIQUES REQUIRED

A. The following positive support strategies and techniques must be used to attempt to de-escalate a person's behavior before it poses an imminent risk of physical harm to self or others:

The purpose of positive behavior supports is **to support individual growth, enhance the person's quality of life, and make the use of more intrusive measures unnecessary.** Positive behavior supports *work best when we understand what works from the point of view of the individual.* Positive behavior supports include ways to minimize situations or issues that are stressful for the individual and ways to help the individual have maximum control over their life. Positive behavior supports don't emphasize rewards and punishments. Positive behavior support strategies include:

- Understanding how and what the individual is communicating;
- Understanding the impact of other's presence, voice, tone, words, actions, and gestures, and modifying these as necessary;
- Supporting the individual in communicating choices and wishes;
- Supporting staff to change their behavior when it has a detrimental impact;
- Temporarily avoiding situations that are too difficult or too uncomfortable for the individual;
- Allowing the individual to exercise as much control and decision-making as possible over day-to-day routines;
- Assisting the individual to increase control over life activities and environment;
- Teaching the person coping, communication and emotional self-regulation skills;
- Anticipating situations that will be challenging and assisting the individual to cope or to respond in a calm way;
- Filling up the person's life with opportunities such as valued work, enjoyable physical exercise and preferred recreational activities; and
- Modifying the environment to remove stressors (such as irritating noise, light or cold air).

B. Home at Heart will develop a positive support transition plan on the forms and in manner prescribed by the Commissioner and within the required timelines for each person served when required in order to:

1. eliminate the use of prohibited procedures as identified in section IV of this Policy;
2. avoid the emergency use of manual restraint as identified in section I of this Policy;
3. prevent the person from physically harming self or others; or
4. phase out any existing plans for the emergency or programmatic use of restrictive interventions prohibited.

III. PERMITTED ACTIONS AND PROCEDURES

Use of the following instructional techniques and intervention procedures used on an intermittent or continuous basis are permitted by Home at Heart. When used on a continuous basis, it must be addressed in a person's coordinated service and support plan addendum.

A. Physical contact or instructional techniques must be use the least restrictive alternative possible to meet the needs of the person and may be used to:

1. calm or comfort a person by holding that person with no resistance from that person;
2. protect a person known to be at risk of injury due to frequent falls as a result of a medical condition;
3. 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 and duration; or
4. 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 sixty (60) seconds of physical contact by staff; or
5. to 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 sixty (60) seconds of physical contact by staff.

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

1. allow a licensed health care professional to safely conduct a medical examination or to provide medical treatment ordered by a licensed health care professional to a person necessary to promote healing or recovery from an acute, meaning short-term, medical condition; or
2. 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; or
3. position a person with physical disabilities in a manner specified in the person's coordinated service and support plan addendum.

Any use of manual restraint as allowed in this paragraph B must comply with the restrictions identified in paragraph A.

C. 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.

IV. PROHIBITED PROCEDURES

Use of the following procedures as a substitute for adequate staffing, for a behavioral or therapeutic program to reduce or eliminate behavior, as punishment, or for staff convenience, is prohibited by Home at Heart:

1. Chemical restraint;
2. Mechanical restraint;
3. Manual restraint;
4. Time out;
5. Seclusion; or
6. Any aversive or deprivation procedure.

V. MANUAL RESTRAINTS NOT ALLOWED IN EMERGENCIES

A. Home at Heart does not allow the emergency use of manual restraint. 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. Personal strengthening and rehabilitation program;
2. Use of "personal assistance" devices such as hearing aids, visual aids and mobility device;
3. Use of positioning devices such as body and seat cushions, and padded furniture;
4. Efforts to design a safer physical environment, including the removal of obstacles that impede movement, placement of objects and furniture in familiar places, lower beds and adequate lighting;
5. Regular attention to toileting and other physical and personal needs, including thirst, hunger, the need for socialization, and the need for activities adapted to current abilities and past interests;
6. Design of the physical environment to allow for close observation by staff;

7. Efforts to increase staff awareness of client's individual needs.
8. Design of client living environments that are relaxing and comfortable, minimize noise, offer soothing music and appropriate lighting, and include massage, art or movement activities;
9. Use of bed and chair alarms to alert staff when a client needs assistance;
10. Use of door alarms for clients who may wander away.

B. If the above measures are not and/or have not been effective, and a client poses a threat to himself/herself or others (including actions which are actively violent, such as actively assaulting staff or others, throwing and breaking things), appears belligerent and hostile (ie, potentially violent), and/or expresses imminent intent to harm himself/herself or another person (even if the client does not appear threatening himself/herself or another person), then Home at Heart staff should take the following actions:

- Immediately call 911 or contact other applicable emergency personnel for assistance (whether law enforcement, medical or otherwise)
- Before emergency personnel arrives/responds, if possible without making physical contact with the client and/or endangering themselves or others, remove any potentially dangerous objects from the client's immediate proximity
- Before emergency personnel arrives/responds, if possible without making physical contact with the client and/or endangering themselves or others, assist any other vulnerable adults and/or children in vacating the client's immediate proximity
- Await emergency personnel at a safe distance from the client
- Follow any and all other emergency procedures within the client's care plan (including without limitation any applicable Individual Abuse Prevention Plan) and the Home at Heart Client Guide (as applicable), including notifying the client's designated emergency contact of the situation as soon as practicable
- After emergency personnel have resolved the situation, report the incident to an immediate supervisor in accordance with Article IX

C. Home at Heart will not allow the use of an alternative safety procedure with a person when it has been determined by the person's physician or mental health provider to be medically or psychologically contraindicated for a person. Home at Heart will complete an assessment of whether the allowed procedures are contraindicated for each person receiving services as part of the service planning required under the 245D Home and Community-based Services Standards (Minnesota Statutes Section 245D.071, subdivision 2, for recipients of basic support services; or the assessment and initial service planning required under Minnesota Statutes Section 245D.071, subdivision 3, for recipients of intensive support services).

VI. CONDITIONS FOR EMERGENCY USE OF MANUAL RESTRAINT

A. Emergency use of manual restraint must meet the following conditions:

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; and
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; or
3. a person's refusal to receive or participate in treatment or programming.

VII. RESTRICTIONS WHEN IMPLEMENTING EMERGENCY USE OF MANUAL RESTRAINT

Emergency use of manual restraint must not:

1. be implemented with a child in a manner that constitutes sexual abuse, neglect, physical abuse, or mental injury;
2. be implemented with an adult in a manner that constitutes abuse or neglect;
3. be implemented in a manner that violates a person's rights and protection;
4. be implemented in a manner that is medically or psychologically contraindicated for a person;
5. 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;
6. restrict a person's normal access to any protection required by state licensing standards and federal regulations governing Home at Heart;
7. deny a person visitation or ordinary contact with legal counsel, a legal representative, or next of kin;
8. 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 or services provided by Home at Heart;
9. use prone restraint. "Prone restraint" means use of manual restraint that places a person in a face-down position. It does not include brief physical holding of a person who, during an emergency use of manual restraint, rolls into a prone position, and the person is restored to a standing, sitting, or side-lying position as quickly as possible;
10. apply back or chest pressure while a person is in a prone or supine (meaning a face-up) position, or side-lying position; or
11. be implemented in a manner that is contraindicated for any of the person's known medical or psychological limitations

VIII. MONITORING EMERGENCY USE OF MANUAL RESTRAINT

A. Home at Heart must monitor a person's health and safety during an emergency use of a manual restraint. The purpose of the monitoring is to ensure the following:

1. only manual restraints allowed in 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; and
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.

B. When possible, a staff person who is not implementing the emergency use of a manual restraint must monitor the procedure.

C. A monitoring form, as approved by the Commissioner, must be completed for each incident involving the emergency use of a manual restraint.

XI. REPORTING EMERGENCY USE OF MANUAL RESTRAINT

A. Within twenty-four (24) hours of an emergency use of manual restraint (whether or not permitted by this Policy), the legal representative and the case manager must receive verbal notification of the occurrence as required under the incident response and reporting requirements in Minnesota Statutes Section 245D.06, subdivision 1. When the emergency use of manual restraint involves more than one person receiving services, the incident report made to the legal representative and the case manager must not disclose personally identifiable information about any other person unless Home at Heart has the consent of the person.

B. Within three (3) calendar days after an emergency use of a manual restraint (whether or not permitted by this Policy), the staff person who implemented the emergency use must report in writing to Home at Heart's designated coordinator the following information about the emergency use:

1. who was involved in the incident leading up to the emergency use of a manual restraint; including the names of staff and persons receiving services who were involved;
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 a manual restraint;
3. a description of what less restrictive alternative measures were attempted to de-escalate the incident and maintain safety before the emergency use of a manual restraint was implemented. This description must identify 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 manually restrained, leading up to, during, and following the manual restraint;
5. a description of the mental, physical, and emotional condition of the other persons involved leading up to, during, and following the manual restraint;
6. whether there was any injury to the person who was restrained before or as a result of the use of a manual restraint;
7. whether there was any injury to other persons, including staff, before or as a result of the use of a manual restraint; and
8. 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. Include the outcome of the debriefing. If the debriefing was not conducted at the time the incident report was made, the report should identify whether a debriefing is planned.

C. A copy of this report must be maintained in the person's service recipient record. The record must be uniform and legible.

D. Each single incident of emergency use of manual restraint must be reported separately. A single incident is 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

3. staff must immediately re-implement the manual restraint in order to maintain safety.

X. INTERNAL REVIEW OF EMERGENCY USE OF MANUAL RESTRAINT

A. Within five (5) business days after the date of the emergency use of a manual restraint, Home at Heart must complete and document an internal review of the report prepared by the staff member who implemented the emergency procedure.

B. The internal review must include an evaluation of whether:

1. the person's service and support strategies need to be revised;
2. related policies and procedures were followed;
3. the policies and procedures were adequate;
4. there is need for additional staff training;
5. the reported event is similar to past events with the persons, staff, or the services involved; and
6. there is a need for corrective action by Home at Heart to protect the health and safety of persons.

C. Based on the results of the internal review, Home at Heart will develop, document, and implement a corrective action plan for Home at Heart designed to correct current lapses and prevent future lapses in performance by individuals or Home at Heart.

D. The corrective action plan, if any, will be implemented within thirty (30) days after the internal review is completed.

E. Home at Heart has identified the following person or position responsible for conducting the internal review and for ensuring that corrective action is taken, when determined necessary: Bruce A. Emmel, President.

XI. EXPANDED SUPPORT TEAM REVIEW OF EMERGENCY USE OF MANUAL RESTRAINT

A. Within five (5) working days after the completion of the internal review, Home at Heart must consult with the expanded support team to:

1. Discuss the incident to:
 - a. define the antecedent or event that gave rise to the behavior resulting in the manual restraint; and
 - b. identify the perceived function the behavior served.
2. Determine whether the person's coordinated service and support plan addendum needs to be revised to:
 - a. positively and effectively help the person maintain stability; and
 - b. reduce or eliminate future occurrences of manual restraint.

B. Home at Heart must maintain a written summary of the expanded support team's discussion and decisions in the person's service recipient record.

C. Home at Heart has identified the following person or position responsible for conducting the expanded support team review and for ensuring that the person's coordinated service and support plan addendum is revised, when determined necessary: Bruce A. Emmel, President.

XII. EXTERNAL REVIEW AND REPORTING OF EMERGENCY USE OF MANUAL RESTRAINT

Within five (5) working days after the completion of the expanded support team review, Home at Heart must submit the following to the Department of Human Services using the online behavior intervention reporting tool and the Office of the Ombudsman for Mental Health and Developmental Disabilities:

1. report of the emergency use of a manual restraint;
2. the internal review and corrective action plan; and
3. the expanded support team review written summary.

XIII. STAFF TRAINING

Before staff may implement manual restraints on an emergency basis, Home at Heart will provide the training required in this section.

A. Home at Heart will provide staff with orientation and annual training as required in Minnesota Statutes, Section 245D.09.

1. Before having unsupervised direct contact with persons served by Home at Heart, Home at Heart will provide instruction on prohibited procedures that address the following:
 - a. what constitutes the use of restraint, time out, seclusion, and chemical restraint;
 - b. staff responsibilities related to ensuring prohibited procedures are not used;
 - c. why such prohibited procedures are not effective for reducing or eliminating symptoms or undesired behavior;
 - d. why prohibited procedures are not safe; and
 - e. the safe and correct use of manual restraint on an emergency basis according to the requirements in Minnesota Statutes, Section 245D.061 and this Policy.
2. Within sixty (60) days after hire, Home at Heart must provide instruction on the following topics:
 - a. 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;
 - b. de-escalation methods, positive support strategies, and how to avoid power struggles;
 - c. simulated experiences of administering and receiving manual restraint procedures allowed by Home at Heart on an emergency basis;
 - d. how to properly identify thresholds for implementing and ceasing restrictive procedures;
 - e. how to recognize, monitor, and respond to the person's physical signs of distress, including positional asphyxia;

- f. the physiological and psychological impact on the person and the staff when restrictive procedures are used;
- g. the communicative intent of behaviors; and
- h. relationship building.

B. Training on these topics received from other sources may count toward these requirements if received in the twelve (12)-month period before the staff person's date of hire or in the twelve (12)-month period before Home at Heart's 245D-HCBS license became effective on Jan. 1, 2014.

C. Home at Heart must maintain documentation of the training received and of each staff person's competency in each staff person's personnel record.

EMERGENCY RESPONSE, REPORTING & REVIEW POLICY

I. POLICY

It is the policy of this Home at Heart to effectively respond to, report, and review all emergencies to ensure the safety of persons receiving services and to promote the continuity of services until emergencies are resolved.

“Emergency” means any event that affects the ordinary daily operation of the program including, but not limited to:

- fires, severe weather, natural disasters, power failures, or other events that threaten the immediate health and safety of a person receiving services; and
- that require calling 911, emergency evacuation, moving to an emergency shelter from the service site for more than 24 hours.

II. RESPONSE PROCEDURES

A. Safety procedures

1. **Fires.** Additional information on safety in fires is available online at: <http://www.ready.gov/fires>. In the event of a fire emergency, staff will take the following actions:

Use fire extinguishers if to suppress the fire if same can be done safely.

Evacuate all people in the immediate area to an area of safety, closing doors against smoke and heat. Test a closed door before opening by feeling near the top. If the door is hot, use an alternative exit. If a room is smoke-filled, keep close to the floor to breathe more easily.

Remain calm and keep everyone together. Do not reenter until the fire department determines it is safe to do so.

Call 911 for the fire department and provide them with relevant information.

Provide emergency first aid as required until emergency personnel arrive.

2. **Severe weather and natural disasters.** Additional information on safety in severe weather or natural disasters is available online at: <http://www.ready.gov/natural-disasters>. In the event of a severe weather emergency, staff will take the following actions:

Monitor weather conditions: Listen to local television or radio or a weather-radio for weather warnings and watches. Follow their directions on the need to change plans and activities, stay indoors, or seek shelter.

WARNING: severe weather is either occurring or is imminent. A warning is the most significant and staff must take immediate action to protect people by seeking immediate shelter.

WATCH: severe weather is possible as conditions are favorable for the weather event. Staff should plan and prepare for the possibility of the severe weather. Staff should help people change their plans for travel and outdoor activities.

ADVISORY: weather conditions may cause inconvenience or difficulty when traveling or being outside. Staff should help people consider changing their plans for travel and outdoor activities or consider that additional time may be required to complete their plans.

Account for the well-being of all people receiving services.

Inform people why plans and activities are changing and what they are doing to keep them safe.

3. **Power failures.** Additional information on safety during power failures is available online at: <http://www.ready.gov/technological-accidental-hazards>. In the event of a power failure emergency, staff will take the following actions:

Report power failures to the client's power company.

Use emergency supplies (flashlights, battery-operated radio).

Account for the well-being of all people receiving services.

Inform people why plans and activities are changing and what they are doing to keep them safe.

4. **Emergency shelter.** Additional information on emergency shelter is available online at: <http://www.ready.gov/shelter>. Some emergencies will be best met by seeking safety in an emergency shelter. Depending on the emergency you may need to shelter in place or shelter outside the disaster area.

Follow directions of local emergency personnel to locate the closest emergency shelter.

If time allows, move to the emergency shelter with a 24-hour supply of medications and medical supplies, medical books/information, and emergency contact names and information.

At the emergency shelter, notify personnel of any special needs required to use the emergency shelter.

Remain calm and keep everyone informed of why events are occurring.

Use of an emergency shelter may include: severe weather, natural disasters, power failures, and other events that threaten the immediate health and safety of people receiving services.

5. **Emergency evacuation.** Additional information on emergency evacuation is available online at: <http://www.ready.gov/evacuating-yourself-and-your-family>. Some emergencies will be best met by leaving the service site or the community and seeking safety in an emergency shelter. Often the emergency evacuation will be directed by police, fire, or other emergency personnel who will direct people where to seek safety.

Account for the well-being of all people receiving services.

Inform people of the reason for the evacuation and what is being done to keep them safe.

Follow directions received from administrative staff, police, fire, and other emergency personnel.

If time allows, evacuate with medication and medical supplies, medical and programs books/information, clothing, grooming supplies, other necessary personal items, and emergency contact names and information.

Emergency evacuation may include: severe weather, natural disasters, power failures, and other events that threaten the immediate health and safety of people receiving services.

III. REPORTING PROCEDURES

Emergency reports will be completed using the Home at Heart emergency report and review form as soon possible after the occurrence, but no later than twenty-four (24) hours after the emergency occurred or the program became aware of the occurrence. It is not necessary to identify all persons affected by or involved in the emergency unless the emergency resulted in an incident to a person or persons. The written report will include:

1. The date, time, and location of the emergency;
2. A description of the emergency;
3. A description of the response to the emergency and whether a person's coordinated service and support plan addendum or program policies and procedures were implemented as applicable;
4. The name of the staff person or persons who responded to the emergency; and
5. The results of the review of the emergency (see section IV).

IV. REVIEW PROCEDURES

Home at Heart will complete a review of all emergencies.

1. The review will be completed using the program's emergency report and review form by Bruce A. Emmel, President.
2. The review will be completed within thirty (30) days of the emergency.
3. The review will ensure that the written report provides a written summary of the emergency.
4. The review will identify trends or patterns, if any, and determine if corrective action is needed.
5. When corrective action is needed, a staff person will be assigned to take the corrective action within a specified time period.

V. RECORD KEEPING PROCEDURES

- A. The review of an emergency will be documented on the emergency reporting form and will include identifying trends or patterns and corrective action if needed.

B. Emergency reports will be maintained at the Home at Heart main office.

INCIDENT RESPONSE, REPORTING AND REVIEW POLICY

I. POLICY

It is the policy of Home at Heart to respond to, report, and review all incidents that occur while providing services in a timely and effective manner in order to protect the health and safety of and minimize risk of harm to persons receiving services.

“Incident” means an occurrence which involves a person and requires the program to make a response that is not part of the program’s ordinary provision of services to that person, and includes:

- A. Serious injury of a person;
 - 1. Fractures;
 - 2. Dislocations;
 - 3. Evidence of internal injuries;
 - 4. Head injuries with loss of consciousness;
 - 5. Lacerations involving injuries to tendons or organs and those for which complications are present;
 - 6. Extensive second degree or third degree burns and other burns for which complications are present;
 - 7. Extensive second degree or third degree frostbite, and other frostbite for which complications are present;
 - 8. Irreversible mobility or avulsion of teeth;
 - 9. Injuries to the eyeball;
 - 10. Ingestion of foreign substances and objects that are harmful;
 - 11. Near drowning;
 - 12. Heat exhaustion or sunstroke; and
 - 13. All other injuries considered serious by a physician.
- B. A person’s death.
- C. Any medical emergencies, unexpected serious illness, or significant unexpected change in an illness or medical condition of a person that requires the program to call 911, physician treatment, or hospitalization.
- D. Any mental health crisis that requires the program to call 911 or a mental health crisis intervention team.
- E. An act or situation involving a person that requires to program to call 911, law enforcement, or the fire department.
- F. A person’s unauthorized or unexplained absence from a program.
- G. Conduct by a person receiving services against another person receiving services that:
 - 1. Is so severe, pervasive, or objectively offensive that it substantially interferes with a person’s opportunities to participate in or receive service or support;
 - 2. Places the person in actual and reasonable fear of harm;
 - 3. Places the person in actual and reasonable fear of damage to property of the person; or
 - 4. Substantially disrupts the orderly operation of the program.
- H. Any sexual activity between persons receiving services involving force or coercion.

- “Force” means the infliction, attempted infliction, or threatened infliction by the actor of bodily or commission or threat of any other crime by the actor against the complainant or another, harm which (a) causes the complainant to reasonably believe that the actor has the present ability to execute the threat and (b) if the actor does not have a significant relationship to the complainant, also causes the complainant to submit.
- “Coercion” means words or circumstances that cause the complainant reasonably to fear that the actor will inflict bodily harm upon, or hold in confinement, the complainant or another, or force the complainant to submit to sexual penetration or contact, but proof of coercion does not require proof of a specific act or threat).

I. Any emergency use of manual restraint.

J. A report of alleged or suspected child or vulnerable adult maltreatment.

II. RESPONSE PROCEDURES

A. Serious injury

1. In the event of a serious injury, staff will provide emergency first aid following instructions received during training.
2. Summon additional staff, if they are immediately available, to assist in providing emergency first aid or seeking emergency medical care.
3. Seek medical attention, including calling 911 for emergency medical care, as soon as possible.

B. Death

1. If staff are alone, immediately call 911 and follow directives given to you by the emergency responder.
2. If there is another person(s) with you, ask them to call 911, and follow directives given to you by the emergency responder.

C. Medical emergency, unexpected serious illness, or significant unexpected change in an illness or medical condition

1. Assess if the person requires the program to call 911, seek physician treatment, or hospitalization.
2. When staff believes that a person is experiencing a life threatening medical emergency they must immediately call 911.
3. Staff will provide emergency first aid as trained or directed until further emergency medical care arrives at the program or the person is taken to a physician or hospital for treatment.

D. Mental health crisis

When staff believes that a person is experiencing a mental health crisis they must call 911 or the mental health crisis intervention team as instructed by law enforcement.

E. Requiring 911, law enforcement, or fire department

1. For incidents requiring law enforcement or the fire department, staff will call 911.
2. For non-emergency incidents requiring law enforcement, staff will call the non-emergency number for law enforcement.
3. For non-emergency incidents requiring the fire department, staff will call the non-emergency number for the fire department.
4. Staff will explain to the need for assistance to the emergency personnel.
5. Staff will answer all questions asked and follow instruction given by the emergency personnel responding to the call.

F. Unauthorized or unexplained absence

When a person is determined to be missing or has an unauthorized or unexplained absence, staff will take the following steps:

1. If the person has a specific plan outlined in his/her Coordinated Services and Support Plan Addendum to address strategies in the event of unauthorized or unexplained absences that procedure should be implemented immediately, unless special circumstances warrant otherwise.
2. An immediate and thorough search of the immediate area that the person was last seen will be completed by available staff. When two staff persons are available, the immediate area and surrounding neighborhood will be searched by one staff person. The second staff person will remain at the program location. Other persons receiving services will not be left unsupervised to conduct the search.
3. If after no more than 15 minutes, the search of the facility and neighborhood is unsuccessful, staff will contact law enforcement authorities.
4. After contacting law enforcement, staff will notify Bruce Emmel who will contact people as needed to assist in the search.
5. When the person is found staff will return the person to the service site, or make necessary arrangements for the person to be returned to the service site.

G. Conduct of the person

When a person is exhibiting conduct against another person receiving services that is so severe, pervasive, or objectively offensive that it substantially interferes with a person's opportunities to participate in or receive service or support; places the person in actual and reasonable fear of harm; places the person in actual and reasonable fear of damage to property of the person; or substantially disrupts the orderly operation of the program, staff will take the following steps:

1. Summon additional staff, if available. If injury to a person has occurred or there is eminent possibility of injury to a person, implement approved therapeutic intervention procedures following the policy on emergency use of manual restraints (see EUMR Policy).
2. As applicable, implement the Coordinated Service and Support Plan Addendum (including without limitation any applicable Abuse Prevention Plan) for the person.
3. After the situation is brought under control, question the person(s) as to any injuries and visually observe their condition for any signs of injury. If injuries are noted, provide necessary treatment and contact medical personnel if indicated.

H. Sexual activity involving force or coercion

If a person is involved in sexual activity with another person receiving services and that sexual activity involves force or coercion, staff will take the following steps:

1. Instruct the person in a calm, matter-of-fact, and non-judgmental manner to discontinue the activity. Do not react emotionally to the person's interaction. Verbally direct each person to separate area.
2. If the person does not respond to a verbal redirection, intervene to protect the person from force or coercion, following the EUMR Policy as needed.
3. Summon additional staff if necessary and feasible.
4. If the persons are unclothed, provide them with appropriate clothing. Do not have them redress in the clothing that they were wearing.
5. Do not allow them to bathe or shower until law enforcement has responded and cleared this action.
6. Contact law enforcement as soon as possible and follow all instructions.
7. If the person(s) expresses physical discomfort and/or emotional distress, or for other reasons you feel it necessary, contact medical personnel as soon as possible. Follow all directions provided by medical personnel.

I. Emergency use of manual restraint (EUMR)

Follow the EUMR Policy.

J. Maltreatment

Follow the Maltreatment of Minors or Vulnerable Adult Reporting Policy.

III. REPORTING PROCEDURES

A. Completing a report

1. Incident reports will be completed as soon possible after the occurrence, but no later than 24 hours after the incident occurred or the program became aware of the occurrence. The written report will include:
 1. The name of the person or persons involved in the incident;
 2. The date, time, and location of the incident;
 3. A description of the incident;
 4. A description of the response to the incident and whether a person's coordinated service and support plan addendum (including without limitation any applicable Abuse Prevention Plan) or program policies and procedures were implemented as applicable;
 5. The name of the staff person or persons who responded to the incident; and
 6. The results of the review of the incident (see section IV).
2. When the incident involves more than one person, this program will not disclose personally identifiable information about any other person when making the report to the legal representative or designated emergency contact and case manager, unless this program has consent of the person. The written report will not contain the name or initials of the other person(s) involved in the incident.

B. Reporting incidents to team members

1. All incidents must be reported to the person's legal representative or designated emergency contact and case manager:
 - a. within 24 hours of the incident occurring while services were provided;
 - b. within 24 hours of discovery or receipt of information that an incident occurred; or
 - c. as otherwise directed in a person's coordinated service and support plan or coordinated service and support plan addendum (including without limitation any applicable Abuse Prevention Plan).
2. This program will not report an incident when it has a reason to know that the incident has already been reported.
4. Any emergency use of manual restraint of a person must be verbally reported to the person's legal representative or designated emergency contact and case manager within 24 hours of the occurrence. The written report must be completed according to the requirements in the program's emergency use of manual restraints policy.

C. Additional reporting requirements for deaths and serious injuries

1. A report of the death or serious injury of a person must be reported to both the Department of Human Services Licensing Division and the Office of Ombudsman for Mental Health and Developmental Disabilities.
2. The report must be made within 24 hours of the death or serious injury occurring while services were provided or within 24 hours of receipt of information that the death or serious injury occurred.
3. This program will not report a death or serious injury when it has a reason to know that the death or serious injury has already been reported to the required agencies.

D. Additional reporting requirements for maltreatment

1. When reporting maltreatment, this program must inform the case manager of the report unless there is reason to believe that the case manager is involved in the suspected maltreatment.
2. The report to the case manager must disclose the nature of the activity or occurrence reported and the agency that received the maltreatment report.

- E. Additional reporting requirements for emergency use of manual restraint (EUMR)
Follow the EUMR Policy.

IV. REVIEWING PROCEDURES

- B. Conducting a review of incidents and emergencies

This program will complete a review of all incidents.

1. The review will be completed by Bruce A. Emmel, President.
2. The review will be completed within thirty (30) days of the incident.
3. The review will ensure that the written report provides a written summary of the incident.
4. The review will identify trends or patterns, if any, and determine if corrective action is needed.
5. When corrective action is needed, a staff person will be assigned to take the corrective action within a specified time period.

- C. Conducting an internal review of deaths and serious injuries

This program will conduct an internal review of all deaths and serious injuries that occurred while services were being provided if they were not reported as alleged or suspected maltreatment. (Refer to the Vulnerable Adults Maltreatment Reporting and Internal Review Policy and Maltreatment of Minors Reporting and Internal Review Policy when alleged or suspected maltreatment has been reported.)

1. The review will be completed by Bruce A. Emmel, President.
2. The review will be completed within thirty (30) days of the death or serious injury.
3. 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 need for additional staff training;
 - d. the reported event is similar to past events with the persons or the services involved to identify incident patterns; and
 - e. there is need for corrective action by the program to protect the health and safety of the persons receiving services and to reduce future occurrences.
5. Based on the results of the internal review, the program must develop, document, and implement a corrective action plan designed to correct current lapses and prevent future lapses in performance by staff or the program, if any.
6. The internal review of all incidents of emergency use of manual restraints must be completed according to the requirements in the program's emergency use of manual restraints policy.

- D. Conducting an internal review of maltreatment

Follow the Maltreatment of Minors or Vulnerable Adult Reporting Policy

- E. Conducting a review of emergency use of manual restraints

Follow the EUMR Policy.

V. RECORD KEEPING PROCEDURES

- A. The review of an incident will be documented on the incident reporting form and will include identifying trends or patterns and corrective action if needed.

- B. Incident reports will be maintained in the person's record. The record must be uniform and legible.

Legal Authority: MS. §§§ 245D.11, subd. 2; 245.91, subd. 6; 609.341, subd. 3 and 14

PERSON-CENTERED PLANNING AND SERVICE DELIVERY REQUIREMENTS¹

Home at Heart will 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 (including without limitation any applicable Abuse Prevention Plan and/or Funds and Property Authorization Form), and in compliance with the requirements set forth in Minnesota Statutes Chapter 245D.

Home at Heart will 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 set forth below.

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 enables 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.

The following questions can be used by persons receiving services licensed under chapter 245D 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 for service outcomes?
- What are your preferences related to:

¹ Information in this section derived from

http://www.dhs.state.mn.us/main/idcplg?IdcService=GET_DYNAMIC_CONVERSION&dDocName=dhs16_180190&RevisionSelectionMethod=LatestReleased (last accessed November 7, 2013).

- 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 service provided from?
- 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?
 - Is there an activity or skill that you would like to learn?
 - Do you have any special relationships?
 - Do you work in the community?

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

- Do you feel your relationships are supported by staff?
- 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 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 your service provider.

VULNERABLE ADULT MANDATORY REPORTING

It is the policy of Home at Heart to protect the adults served by Home at Heart who are vulnerable to maltreatment and to require the reporting of suspected maltreatment of vulnerable adults, in accordance with the Home at Heart Care, Inc. Maltreatment of Vulnerable Adults Mandated Reporting Policy and as the same may be amended at any time and from time to time. All employees must comply with these policies and failure to so comply will result in disciplinary action, up to and including immediate termination.

Beginning July 1, 2015, the general public can call the new Minnesota Adult Abuse Reporting Center at **1-844-880-1574** toll-free to report suspected maltreatment of vulnerable adults. The center will be open 24/7 for reports of financial exploitation, caregiver neglect or self-neglect, or verbal, physical, sexual or emotional abuse. Good faith reporting of suspected maltreatment is encouraged. The identity of reporters is protected. Reporters can ask to receive notice of the initial outcome of their report.

Mandated reporters, including law enforcement and health care personnel, social workers and other professionals, can report online at mn.gov/dhs/reportadultabuse or call the toll-free number. This new statewide system replaces a county system involving more than 160 phone numbers.

The Home at Heart Care, Inc. Maltreatment of Vulnerable Adults Mandated Reporting Policy is as follows:

HOME AT HEART CARE, INC. MALTREATMENT OF VULNERABLE ADULTS MANDATED REPORTING POLICY

I. POLICY:

It is the policy of Home at Heart Care, Inc. (“Home at Heart”) to protect the adults served by Home at Heart 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: As a mandated reporter, if you know or suspect that a vulnerable adult has been maltreated, you must report it immediately (within twenty-four (24) hours.)

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

1. Minnesota encourages good faith reporting of suspected maltreatment of vulnerable adults by any person. If you make a report, your identity is confidential and cannot be released without a court order.

Reports are reviewed to see if immediate protective services are needed. Reports of an alleged crime are referred to law enforcement. All reports of suspected maltreatment are also referred to a lead investigative agency, which may be the county or the state departments of Health or Human Services.

Report suspected maltreatment of a vulnerable adult to the Minnesota Adult Abuse Reporting Center at 844-880-1574 which is open 24 hours a day, seven days a week.

2. You may make an *internal* report to your immediate supervisor. If this person is involved in the alleged or suspected maltreatment, you must report to Bruce A. Emmel.

C. Internal Report

1. When an internal report is received, Bruce A. Emmel is responsible for deciding if a report must be forwarded to the Common Entry Point. If that person is involved in the suspected maltreatment, Troy McQuown will assume responsibility for deciding if the report must be forwarded to the Common Entry Point.

2. The report to the Common Entry Point must be forwarded within twenty-four (24) hours.

3. If you have reported internally, you will receive, within two (2) working days, a written notice that tells you whether or not your report has been forwarded to the Common Entry Point. The notice will be given to you in a manner that protects your identity. It will inform you that if you are not satisfied with the facility's decision on whether or not to report externally, you may still make the external report to the Common Entry Point yourself. It will also inform you that you are protected against retaliation if you decide to make a good faith report to the Common Entry Point.

D. What to Report.

1. Definitions of maltreatment of vulnerable adults are contained in Minnesota Statutes, Section 626.5572. Current definitions are attached to this Policy at Appendix 4, attached hereto.

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.

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.

When Home at Heart has reason to know that an internal or external report of alleged or suspected maltreatment has been made, Home at Heart must complete an internal review within thirty (30) calendar days and take corrective action, if necessary, to protect the health and safety of vulnerable adults.

The internal review must include an evaluation of whether:

- (i) related policies and procedures were followed;
- (ii) the policies and procedures were adequate;
- (iii) there is a need for additional staff training;
- (iv) the reported event is similar to past events with the vulnerable adults or the services involved; and
- (v) there is a need for corrective action by Home at Heart to protect the health and safety of vulnerable adults.

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

The internal review will be completed by Bruce A. Emmel. If this individual is involved in the alleged or suspected maltreatment, Troy McQuown will be responsible for completing the internal review.

H. Documentation of the Internal Review.

Home at Heart must document completion of the internal review and make internal reviews accessible to the commissioner of the Minnesota Department of Human Services upon the commissioner's request.

I. Corrective Action Plan.

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

Home at Heart shall ensure that each new mandated reporter receives an orientation within seventy-two (72) hours after first providing direct contact services to a vulnerable adult and annually thereafter. The orientation and annual review shall inform the mandated reporters of the reporting requirements and definitions specified under Minnesota Statutes, sections 626.557 and 626.5572, the requirements of Minnesota Statutes, section 245A.65, Home at Heart's program abuse prevention plan, and all internal policies and procedures related to the prevention and reporting of maltreatment of individuals receiving services.

Home at Heart will document the provision of the above-required 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 MUST BE POSTED IN A PROMINENT LOCATION AND BE MADE AVAILABLE UPON REQUEST.

Legal Authority: Minn. Stat. §§ 626.557; 626.5572; 245A.65; 245A.04, subd. 14; 245D.09, subd. 4 (5).

VULNERABLE MINOR MANDATORY REPORTING

It is the policy of Home at Heart to protect the minor children served by Home at Heart whose health or welfare may be jeopardized through physical abuse, neglect, or sexual abuse and to require the reporting of suspected abuse of children, in accordance with the Home at Heart Care, Inc. Maltreatment of Minors Mandated Reporting Policy and as the same may be amended at any time and from time to time. All employees must comply with these policies and failure to so comply will result in disciplinary action, up to and including immediate termination. The Maltreatment of Minors Mandated Reporting Policy is as follows:

**HOME AT HEART CARE, INC.
MALTREATMENT OF MINORS MANDATED REPORTING POLICY**

I. POLICY:

It is the policy ("Policy") of Home at Heart Care, Inc. ("Home at Heart") to protect the children served by Home at Heart whose health or welfare may be jeopardized through physical abuse, neglect, or sexual abuse.

II. PROCEDURES:

A. Who Should Report Child Abuse and Neglect:

1. Any person may voluntarily report abuse or neglect.

2. **If you work with children as an employee of Home at Heart, you are legally required or mandated to report and cannot shift the responsibility of reporting to your supervisor or to anyone else at Home at Heart. If you know or have reason to believe a child is being or has been neglected or physically or sexually abused within the preceding three (3) years you must immediately (within twenty-four (24) hours) make a report to an outside agency.**

B. Where to Report:

1. If you know or suspect that a child is in immediate danger, you must call 911.

2. All reports concerning suspected abuse or neglect of children occurring with respect to Home at Heart clients must be made to the Minnesota Department of Human Services, Licensing Division's Maltreatment Intake line at (651) 431-6600.

3. Reports regarding incidents of suspected abuse or neglect of children occurring within a family or in the community should be made to the local county social services agency or local law enforcement. Contact details for local county social services agencies and local law enforcement are set forth within Appendix 5, attached hereto.

4. If your report does not involve possible abuse or neglect, but does involve possible violations of Minnesota Statutes or Rules that govern Home at Heart, you should call the Department of Human Services, Licensing Division at (651) 431-6500.

C. What to Report:

1. Definitions of maltreatment are contained in the Reporting of Maltreatment of Minors Act (Minnesota Statutes, Section 626.556) and are attached to this Policy at Appendix 5, attached hereto.

2. A report to any of the above agencies should contain enough information to identify the child involved, any persons responsible for the abuse or neglect (if known), and the nature and extent of the maltreatment and/or possible licensing violations. For reports concerning suspected abuse or neglect occurring with respect to Home at Heart clients, the report should include any actions taken by Home at Heart in response to the incident.

3. An oral report of suspected abuse or neglect made to one of the above agencies by a mandated reporter must be followed by a written report to the same agency within seventy-two (72) hours, exclusive of weekends and holidays.

D. Failure to Report:

A mandated reporter who knows or has reason to believe a child is or has been neglected or physically or sexually abused and fails to report is guilty of a misdemeanor. In addition, a mandated reporter who fails to report maltreatment that is found to be serious or recurring maltreatment may be disqualified from employment in positions allowing direct contact with persons receiving services from programs licensed by the Department of Human Services and by the Minnesota Department of Health, and unlicensed Personal Care Provider Organizations.

E. Retaliation Prohibited:

Home at Heart, as employer of any mandated reporter, shall not retaliate against the mandated reporter for reports made in good faith or against a child with respect to whom the report is made. The Reporting of Maltreatment of Minors Act contains specific provisions regarding civil actions that can be initiated by mandated reporters who believe that retaliation has occurred.

F. Internal Review.

When Home at Heart has reason to know that an internal or external report of alleged or suspected maltreatment has been made, Home at Heart must complete an internal review within thirty (30) calendar days and take corrective action, if necessary, to protect the health and safety of children in care.

The internal review must include an evaluation of whether:

- (i) related policies and procedures were followed;
- (ii) the policies and procedures were adequate;
- (iii) there is a need for additional staff training;
- (iv) the reported event is similar to past events with the children or the services involved; and
- (v) there is a need for corrective action by Home at Heart to protect the health and safety of children in care.

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

The internal review will be completed by Bruce A. Emmel. If this individual is involved in the alleged or suspected maltreatment, Troy McQuown will be responsible for completing the internal review.

H. Documentation of the Internal Review.

Home at Heart must document completion of the internal review and make internal reviews accessible to the commissioner of the Minnesota Department of Human Services upon the commissioner's request.

I. Corrective Action Plan:

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

J. Staff Training:

Home at Heart must provide training to all staff related to the mandated reporting responsibilities as specified in the Reporting of Maltreatment of Minors Act (Minnesota Statutes, Section 626.556). Home at Heart must document the provision of this training in individual personnel records, monitor implementation by staff, and ensure that this Policy is readily accessible to staff, as specified under Minnesota Statutes, Section 245A.04, subdivision 14.

This Policy must be provided to parents of all children at the time of enrollment in the child care program and must be made available upon request.

Legal Authority: Minn. Stat. §§ 626.556; 245A.66; 245A.04; subd. 14, 245D.09; subd. 4 (5)

ETHICAL STANDARDS

Home at Heart is committed to the highest ethical standards in the conduct of business. These ethical policies go beyond rules set by law, as we know that our employees' and the public's trust in Home at Heart is both a serious responsibility and a valid expectation. While it is not possible to develop a detailed set of rules which cover all circumstances, or which serve as a substitute for good judgment and ethical conduct, the purpose of this Chapter is to set forth the business ethics of Home at Heart in a written format which provides clear guidance to all employees.

GENERAL GUIDELINES

All employees have a personal responsibility to ensure that their actions meet the highest ethical standards and to abide by this Chapter and the laws, rules, and regulations that apply to their work. Therefore, you must:

1. Conduct the business of Home at Heart honestly, ethically and in good faith. Employees must use good judgment in conducting all business activities. Occasionally, you may find yourself in a situation where your responsibilities under the law or this Chapter are unclear. In that circumstance, you must consult with the GM or your immediate supervisor to be certain that you are using good judgment and acting consistent with the law and this Chapter.
2. Cooperate fully and honestly with Home at Heart in any investigation or proceeding concerning your conduct or the conduct of other persons or entities with which Home at Heart has a business relationship.
3. Become familiar and comply with the laws, rules and regulations applicable to your position and responsibilities with Home at Heart. Seek the advice of your Coordinator or QP/RN or immediate supervisor if you have any questions in this regard.
4. Recognize the continuing obligation of all employees to maximize client quality of life.
5. Report promptly to proper authorities any violations or suspected violations of this Chapter and/or the law by any Home at Heart employee.
6. Comply with the rules, regulations and policies of Home at Heart as amended at any time and from time to time, including, without limitation, this Manual.
7. Never ask a client to sign an incomplete time sheet or to sign before the time has been worked. Such an action is very poor judgment and will subject an employee to disciplinary action up to and including possible termination.

SAFETY

Safety is, and will always be, our top priority. Each employee must do everything he or she can to ensure the safety of our clients and co-workers.

Specifically, you must:

1. Put safety first.
2. Understand and follow the safety and health rules and practices that apply to your job.
3. Take precautions necessary to protect Home at Heart employees, clients and equipment from harmful or dangerous situations.
4. Immediately report accidents, injuries, hazards, unsafe practices or conditions to the GM or your immediate supervisor.
5. Not possess firearms or other weapons on client premises or on Home at Heart property.
6. Not retaliate against or threaten anyone for the good faith reporting or supplying of information about conduct implicating safety.

CONFLICTS OF INTEREST

Business decisions must be made in the best interest of Home at Heart and based on sound business judgment, not motivated by personal interest or gain. In addition, it is imperative that employee conduct not reflect adversely on Home at Heart. In that regard, all Home at Heart employees are required to:

1. Avoid personal conflicts of interest or the appearance of such conflicts that could reflect adversely on you or Home at Heart.
2. Disclose in advance to the GM any client relationship that might be perceived as a conflict of interest.
3. Refrain from any deviation from established rules and practices for pricing or billing clients involving friends, relatives and fellow employees or any other person or entity as to which you have a personal interest.
4. Refrain from taking advantage of your relationship with Home at Heart to earn a personal profit from Home at Heart property, information, employees, or business opportunities.
5. Refrain from supervising family members or anyone with whom you have or had a close personal relationship without prior approval of the GM.
6. Protect and ensure the efficient use of Home at Heart assets. The business's assets, whether tangible or intangible, are to be used only by authorized employees or their designees and only for legitimate business purposes. Personal use of items such as telephones, facsimile equipment, computers and similar equipment must not be excessive as determined in the sole discretion of the GM, and must have no material cost to the business and in no way violate any policy or practice of Home at Heart.

7. Refrain from abusing or compromising any employee benefits and privileges.
8. Refrain from conduct on or off duty, which is detrimental to the best interests of other employee's clients or Home at Heart.
9. Refrain from engaging in fundraising or personal business for profit on Home at Heart property or time unless such activity is Home at Heart sponsored, is approved in advance by the GM or is charitable in nature and not (in Home at Heart's sole discretion) detrimental to the best interests of other employees, clients or Home at Heart.

ALCOHOL AND ILLEGAL DRUG USE IN THE WORKPLACE

It is the policy of Home at Heart to support a workplace free from the effects of drugs, alcohol, chemicals, and abuse of prescription medications. Home at Heart is committed to having employees who do not engage in illegal alcohol and drug activities. Home at Heart will take the necessary steps to comply with all federal, state and local laws. The abuse of alcohol and other drugs can alter behavior, distort perception, impair thinking, and impede judgment. Alcohol and drug abuse might also result in various diseases, illnesses, and even death.

The following policies apply to all of our employees, subcontractors, and volunteers:

- A. All employees must be free from the abuse of prescription medications or being in any manner under the influence of a chemical that impairs their ability to provide services or care.
- B. The consumption of alcohol is prohibited while directly responsible for persons receiving services, or on any Home at Heart property (owned or leased), or in Home at Heart vehicles, machinery, or equipment (owned or leased), and will result in and can result in disciplinary action, up to and including immediate termination.
- C. Being under the influence of a controlled substance identified under Minnesota Statutes, Chapter 152, or alcohol, or illegal drugs in any manner that impairs or could impair an employee's ability to provide care or services to persons receiving services is prohibited and will result in disciplinary action, up to and including immediate termination.
- D. The use, sale, manufacture, distribution, or possession of illegal drugs while providing care or to persons receiving services, or on our property (owned or leased), or in our vehicles, machinery, or equipment (owned or leased), will result in disciplinary action, up to and including immediate termination.
- E. Any employee convicted of criminal drug use or activity must notify such employee's immediate supervisor no later than five (5) days after the conviction.
- F. Criminal conviction for the sale of narcotics, illegal drugs or controlled substances will result in disciplinary action, up to and including immediate termination.
- G. Bruce A. Emmel will notify the appropriate law enforcement agency when Home at Heart has reasonable suspicion to believe that an employee may have illegal drugs in his/her possession. Where appropriate, Home at Heart will also notify licensing boards.
- H. Bruce A. Emmel will notify the appropriate law enforcement agency when Home at Heart has reasonable suspicion to believe that an employee may have illegal drugs in his/her possession. Where appropriate, Home at Heart will also notify licensing boards.

INTELLECTUAL PROPERTY RIGHTS

Home at Heart reserves and retains all worldwide right, title and interest in and to all intellectual property rights with respect to all of Home at Heart's intellectual property, including the exclusive, worldwide right in perpetuity to protect all such intellectual property under any laws for the protection of intellectual and industrial property, including without limitation, trade secrets, trademarks, copyrights, industrial designs, patents and domain name registration(s), whether or not such intellectual and/or industrial property thereto is/are entitled to such registration. All rights in and to such intellectual property not expressly granted to you in writing are expressly reserved by Home at Heart.

OFFENSIVE/HARASSING BEHAVIOR

Home at Heart intends to provide a work environment and customer service that is pleasant, healthy, comfortable and free from intimidation, hostility or other offenses which might interfere with work performance. Any employee who *engages in* harassment of other employees *or* Home at Heart clients on the basis of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local commission, disability or age; who *permits* employees under his/her supervision to engage in such harassment; or who *retaliates or permits* retaliation against an employee who reports any harassment has engaged in misconduct and shall be subject to remedial action as set forth within this Manual, including the imposition of discipline and/or termination of employment.

Harassment of any sort (verbal, physical or visual) will not be tolerated and is prohibited. Harassment can take many forms. It may be, but is not limited to: words, signs, jokes, pranks, intimidation, physical contact, or violence. Harassment is not necessarily sexual in nature.

Sexually harassing conduct is prohibited and may include unwelcome sexual advances; requests for sexual favors; unwelcome flirtation; leering; making sexual gestures; displaying derogatory or sexually suggestive posters, cartoons, drawings or objects; or any other verbal or physical contact of a sexual nature that prevents an individual from effectively performing his/her employment duties, creates an intimidating, hostile or offensive working or care environment or that is made a condition of employment or compensation, either implicitly or explicitly. Similarly, Home at Heart will not tolerate harassment by its employees of non-employees (including without limitation clients) with whom Home at Heart has a business, service or professional relationship.

Any other sexual harassment of fellow employees and/or Home at Heart clients, whether committed on or off the job (and/or on Home at Heart property and/or client premises), is also prohibited. Sexual harassment includes, but is not limited to:

- Repeated offensive sexual flirtations,
- Advances or propositions,
- Continual or repeated verbal abuse of a sexual nature,
- Graphic verbal commentaries about an individual's body,
- Sexually degrading words used to describe an individual,
- The display in the workplace of sexually explicit objects,
- Any indication, expressed or implied, that an employee's job security, job assignment, conditions of employment, or opportunities for advancement depend or may depend on the granting of sexual favors to any other employee, director, or manager,

- Any indication, expressed or implied, that continued services from Home at Heart depend or may depend on the granting of sexual favors, and/or
- The deliberate or careless expression of jokes or remarks of a sexual nature to or in the presence of employees who may find such jokes or remarks offensive.

All Home at Heart employees, *and particularly supervisors*, have a responsibility for keeping our work environment free of harassment. If you become aware of an incident of harassment, whether by witnessing the incident or being told of it, you should report it to the GM or your immediate supervisor. Appropriate investigation and disciplinary action will be taken.

If Home at Heart becomes aware that harassment might exist, it is obligated by law to take prompt and appropriate action, whether or not the victim wants Home at Heart to do so. **No retaliatory action will be taken against an employee filing a harassment complaint. All reports will be promptly investigated with due regard for the confidentiality and privacy of everyone involved.**

Any employee found to have harassed a fellow employee, subordinate or non-employee (including without limitation clients) with whom Home at Heart has a business, service or professional relationship will be subject to investigatory and disciplinary action up to and including termination. Home at Heart will also take any additional action necessary to appropriately remedy the situation. No adverse employment action will be taken for any employee making a good faith report of alleged harassment.

The individual who makes unwelcome advances, threatens or in any way harass another is personally liable for such actions and their consequences. Home at Heart will not provide legal, financial or any other assistance to an individual accused of harassment if a legal complaint is filed.

Your options in response to harassment include:

Self Help

You may:

- tell the person, or persons, in private, that their behavior is offensive and request that it stop;
- write to the person, or persons, about their behavior, sealing and marking the letter “personal and confidential”;
or
- Speak to the person, or persons, in private, in the presence of the GM and/or your immediate supervisor.

Since allegations of harassment are extremely serious it is important to keep any information confidential to those directly involved.

Informal Intervention

You may approach the GM or your immediate supervisor to intervene. This person must act quickly, discreetly and fairly, and ensure that all discussions and any investigations are conducted in strictest confidence and according to the procedures laid down by Home at Heart in this Manual.

Formal Complaint

If self help and informal intervention has not worked or if the allegation is, in your view, serious enough to warrant formal disciplinary action, you should submit a detailed written complaint to the GM or your immediate supervisor. Appropriate disciplinary action will be taken if investigation shows the complaint to be justified. Your complaint will be investigated promptly, with appropriate confidentiality, and a report (either oral or written) will be made to you by the investigating party or parties.

POLITICAL ACTIVITIES

Employees may participate and contribute to political organizations and campaigns and Home at Heart encourages employee participation in the governance of their communities. Such participation, however, must be done personally. The financial and other resources of Home at Heart shall not be used for the purpose of supporting, directly or indirectly, any political issue, the campaign of any candidate for federal, state or local (whether foreign or domestic) political office, or any national, state or local political party committee, unit and/or subdivision (whether foreign or domestic) or other national state or local political committee or fund (whether foreign or domestic). Such resources further shall not be used to reimburse any employee for any political contribution the employee may have made or shall prohibit support of political candidates or issues through lawful political action committees or individual support allowed by law.

WHISTLEBLOWER POLICY

Home at Heart is committed to the highest possible ethical and legal standards of business conduct. Home at Heart requires that its employees observe the same high standards of business and personal ethics in the conduct of their duties and responsibilities. This policy aims to provide an avenue for employees to raise concerns regarding questionable accounting matters with the assurance that there will be no reprisals for whistle-blowing in good faith.

This Whistleblower Policy is intended to cover concerns or complaints relating to any questionable accounting matters related to Home at Heart. It is the responsibility of employees to report suspected violations to the GM, including, but not limited to, the following:

- Fraud or deliberate material error in the preparation, evaluation, review or audit of any financial statement.
- Fraud or deliberate error material in the recording and maintaining of financial records.
- Material deficiencies in or noncompliance with internal accounting controls.
- Misrepresentation or false statement regarding a material matter contained in financial records, financial reports or audit reports.
- Actions that constitute gross misdemeanors or felonies or otherwise amount to serious improper conduct.

Reporting a Concern

The whistle-blowing procedures are intended to be used for important and sensitive accounting matters, as outlined above. Serious concerns should be reported in one of the following ways:

- Home at Heart maintains an open door policy and employees are encouraged to bring their questions, concerns, suggestions or complaints to their immediate supervisors.

- If a complainant is not comfortable speaking with their immediate supervisor or is not satisfied with their response, they may call a Home at Heart hearing with up to two (2) other employees to present verified facts to the GM. Although an employee is not expected to prove the truth of an allegation, the employee must demonstrate that there are sufficient grounds for concern.

Complaint Handling

The action taken will depend on the nature of the concern. Initial inquiries will be made by the appropriate Employees to determine whether an investigation is appropriate and what form it should take. Some concerns may be resolved by agreed action without need for investigation. The complainant will be given the opportunity to receive follow up on their concern. Further information may be required from the complainant to complete the investigation. Subject to legal constraints, the complainant will receive information about the outcome of the investigation.

Safeguards

- Any retaliation against the complainant, including harassment or victimization, is prohibited and will not be tolerated.
- Home at Heart will endeavor to keep complaints confidential, consistent with the need to investigate the complaint (including any necessary legal action).
- False, malicious or bad faith allegations may result in disciplinary action.

Reporting and Retention

Home at Heart will maintain a log of all concerns or complaints, tracking their receipt, investigation and resolution. The log, copies of all complaints and related materials will be maintained by Home at Heart for seven (7) years after the incident in question occurred.

Violations

Violations of this Chapter 4 cannot and will not be tolerated. Consequences for such violations may include disciplinary action up to and including termination of employment. Individuals who have willfully failed to report known violations will also be subject to disciplinary action up to and including termination of employment.

Reporting Violations

Any person who believes that a provision of this Chapter 4 has been or will be violated should promptly report any such violations or possible violation to: Bruce Emmel, 221 3rd AVE SW, P.O. Box 183, Clearbrook, MN 56634, 218-776-3508.

SECURITY OF INFORMATION SENT BY FACSIMILE TRANSMISSION

It is the policy of Home at Heart to take reasonable precautions to protect the confidentiality and security of information sent by facsimile transmission, particularly confidential health information. Information that is sent by fax is to be afforded the same level of information security as any other form of protected health information. Home at Heart's fax machines are for the sole use of Home at Heart employees for the purposes of conducting agency business,

and personal use of this equipment is normally prohibited. In exceptional or emergency situations, with the prior authorization of the GM, limited personal use (the sending of a single fax) may be allowed at the GM's sole and absolute discretion.

All faxes sent in the course of agency business must have a cover sheet that identifies the names and fax numbers of both sender and intended recipient. In addition, the cover sheet should include the following notice:

PRIVACY NOTICE

THIS FAX MESSAGE MAY CONTAIN PRIVATE OR CONFIDENTIAL DATA.

The information contained in this facsimile message is intended for the use of the addressee listed above. This information may be protected by state and federal privacy regulations. If you are not the intended client or the person responsible for delivering this information to the intended client, you are hereby notified that any disclosure, copying or distribution of this information is strictly prohibited. If you have received this fax in error, please notify the sender immediately by telephone at 218-776-3508 or 866-810-9441.

BUSINESS RELATIONSHIPS

Home at Heart is committed to business relationships with third parties who embrace and demonstrate high standards of ethical business behavior. All financial decisions must be made, based on the best value received by Home at Heart. In connection with business relationships, all Home at Heart employees must:

1. Use good judgment in accepting customary gifts or favors. Occasionally employees will receive customary acts of hospitality from current or potential business associates or from clients. It is inappropriate to accept business gifts or favors that go beyond customary hospitality in size, frequency, or nature. Notwithstanding the foregoing, no gift should ever be accepted if the gift would influence, or appear to influence, a business decision. Meals that occur in conjunction with business meetings and conferences may be accepted. Invitations to business functions or conferences that involve customer, health care vendors or providers that provide overnight rooms or other accommodations may be accepted only with the prior approval of the GM. Employees are prohibited from accepting cash gifts or tips from clients.
2. Not employ gifts to influence individuals or groups who are in a position to award contracts or affect the award of contracts, business or other benefit to Home at Heart or to you personally. Payments that violate United States or foreign law, including bribes or kickbacks to employees of any of those entities, are strictly prohibited. Gifts to persons or entities that are customary and legally permissible under applicable law are permissible. This may include gifts or favors of reasonable value, business meals and business trips that reflect customary business practice.
3. Deal fairly with clients, vendors, payees, competitors and fellow employees. You should not take unfair advantage of anyone through manipulation, concealment, or abuse of privileged information, misrepresentation of material facts, or any other unfair-dealing practice.
4. *Not* commit Home at Heart, whether orally or in writing, to any obligations other than in strict accordance with the approved authority granted to your position within the business. Good judgment, thorough cost benefit analysis and competitive bidding practices must be performed prior to any commitment of business funds.

5. Refrain from using or disclosing any and all client medical or private information or proprietary materials of third parties without the appropriate agreements or consents, including the use of clients' computers. All such client medical or private information constitutes confidential information subject to the restrictions set forth above in this Chapter 4.

6. **Home at Heart recipients of Homemaking Services are considered by the State of Minnesota as vulnerable. Because the Homemaking program serves a vulnerable population, Minnesota law prohibits Home at Heart employees and management to directly market or promote Home at Heart services to potential recipients (or their guardians or family members) in person, by phone, by mail or electronic means. Indirect marketing such as web sites, yellow page advertisements, billboards and newspaper advertising is permissible.**

TRAVEL REIMBURSEMENT

Employees who are required to travel for their job and are eligible for travel reimbursement should receive authorization from their supervisor or program manager prior to performing the travel. Situations may arise in the course of performing job duties that may require employees to incur travel expenses which are generally not reimbursable. You may be granted a one-time exception for an unusual circumstance. Please contact the GM with any questions related to this policy.

PROVIDER/CLIENT BOUNDARIES

Boundaries in client care are mutually understood, unspoken, physical and emotional limits of the relationship between the trusting patient and the caring provider. Professional boundaries represent a set of culturally and professionally derived rules for how providers and their clients interact. Boundaries serve to establish and maintain a trusting provider-client relationship and help all employees maintain “justice and equity in dealing with all clients, not only for a special few.

In caring for clients, it is common for strong emotional bonds to develop. However, when the limits of the provider-patient/family relationship are not clear or where normal professional boundaries are not respected, problems are likely to arise.

Common reasons for boundary problems include:

- Personality styles
- Psychiatric disorders in which normal boundaries are not recognized or respected.
- Health professional stress/burnout
- Cultural misunderstandings

Warning signs and examples of potential boundary blurring include:

1. Gift giving from/to patient/family;
2. Clients having or wanting access to provider's home phone number, or other personal information;
3. Client/family expectations that the provider will provide care or socialize outside of care settings;

4. The provider revealing excessive personal information with client/family.

Note: Not all boundary issues are detrimental to the provider-client relationship---some clearly enhance compassionate care and serve to reinforce a trusting relationship. However, it is important for the care giver to self-reflect and consider the following questions when boundaries are approached:

- Am I treating this client or family member differently than I do other clients?
- Would I be comfortable if this gift/action was known to the public or supervisors?
- What emotions of my own does this client/family trigger and are the emotions impacting my decision-making?
- Are my actions truly helpful for the client, or am I acting in a manner to meet my personal needs?
- Could this boundary issue represent a sign that I am experiencing professional burnout?

Any employee not sure of the appropriate response in their situation to these questions should discuss the situation with their immediate supervisor or the GM. Accordingly, all employees must:

- Set clear expectations with clients and families as to their role in the context of their care, availability and best ways to communicate.
- Consult supervisors or health professionals as a sounding board when they are uncertain about their client/family behaviors.
- Address issues as they arise with the client/family; acknowledge importance of feelings, emphasize the provider-client relationship and the importance of maintaining objectivity; emphasize that the rejection of a requested behavior does not imply a lack of caring.
- Seek professional counseling for yourself or the client/family when boundary issues impact your ability to provide objective, compassionate care before it is too late.

Employees who are found to manipulate, coerce, antagonize, threaten, abuse or take advantage of clients for their personal gain are subject to disciplinary action up to and including immediate termination of employment.

DEPOSITIONS

All requests for depositions must be promptly brought to the attention of the GM, who will determine whether or not it is appropriate for employees to respond with the requested deposition. The GM may consult with the counsel as appropriate. If the GM approves, then a deposition may be provided and the GM may provide guidance relating to preparation for the deposition if appropriate.

PRIVACY / HIPAA POLICY

Each Home at Heart employee has a responsibility to clients and the agency to uphold client privacy rights, and maintain the security and integrity of client protected health information. All employees are subject to the Home at Heart Care, Inc. Data Privacy Policy as adopted and amended by Home at Heart at any time and from time to time.

Non-compliance with this policy and associated procedures is a serious matter and may result in civil and criminal actions to the employee, in addition to disciplinary action up to and including immediate termination of employment. The Data Privacy Policy is as follows:

DATA PRIVACY POLICY

I. POLICY

Home at Heart recognizes the right of each person receiving services in this program to confidentiality and data privacy. This policy provides general guidelines and principles for safeguarding service recipient rights to data privacy under section 245D.04, subdivision 3(a) and access to their records under section 245D.095, subdivision 4, of the 245D Home and Community-based Services Standards.

II. PROCEDURES

A. Private Data

1. Private data includes all information on persons that has been gathered by Home at Heart or from other sources for program purposes as contained in an individual data file, including their presence and status in this program.
2. Data is private if it is about individuals and is classified as private by state or federal law. Only the following persons are permitted access to private data:
 - a. The individual who is the subject of the data or a legal representative.
 - b. Anyone to whom the individual gives signed consent to view the data.
 - c. Employees of the welfare system whose work assignments reasonably require access to the data. This includes staff persons of Home at Heart.
 - d. Anyone the law says can view the data.
 - e. Data collected within the welfare system about individuals are considered welfare data. Welfare data is private data on individuals; including medical and/or health data. Agencies in the welfare system include, but are not limited to: Department of Human Services; local social services agencies, including a person's case manager; county welfare agencies; human services boards; the Office of Ombudsman for Mental Health and Developmental Disabilities; and persons and entities under contract with any of the above agencies; this includes Home at Heart and other licensed caregivers jointly providing services to the same person.
 - f. Once informed consent has been obtained from the person or the legal representative there is no prohibition against sharing welfare data with other persons or entities within the welfare system for the purposes of planning, developing, coordinating and implementing needed services
3. Data created prior to the death of a person retains the same legal classification (public, private, confidential) after the person's death that it had before the death.

B. Providing Notice

At the time of service initiation, the person and his/her legal representative, if any, will be provided the Home at Heart Notice of Privacy Practices. Staff will document that this information was provided to the individual and/or their legal representative in the individual record.

C. Obtaining Informed Consent or Authorization for Release of Information

1. At the time informed consent is being obtained staff must tell the person or the legal representative individual the following:
 - a. why the data is being collected;
 - b. how the agency intends to use the information;

- c. whether the individual may refuse or is legally required to furnish the information;
 - d. what known consequences may result from either providing or refusing to disclose the information; and with whom the collecting agency is authorized by law to share the data. What the individual can do if they believe the information is incorrect or incomplete;
 - e. how the individual can see and get copies of the data collected about them; and any other rights that the individual may have regarding the specific type of information collected.
2. A proper informed consent or authorization for release of information form must include these factors (unless otherwise prescribed by the HIPAA Standards of Privacy of Individually Identifiable Health Information 45 C.F.R. section 164):
- a. be written in plain language;
 - b. be dated;
 - c. designate the particular agencies or person(s) who will get the information;
 - d. specify the information which will be released;
 - e. indicate the specific agencies or person who will release the information;
 - f. specify the purposes for which the information will be used immediately and in the future;
 - g. contain a reasonable expiration date of no more than one year; and
 - h. specify the consequences for the person by signing the consent form, including:

"Consequences: I know that state and federal privacy laws protect my records. I know:

 - Why I am being asked to release this information.
 - I do not have to consent to the release of this information. But not doing so may affect Home at Heart's ability to provide needed services to me.
 - If I do not consent, the information will not be released unless the law otherwise allows it.
 - I may stop this consent with a written notice at any time, but this written notice will not affect information Home at Heart has already released.
 - The person(s) or agency(ies) who get my information may be able to pass it on to others.
 - If my information is passed on to others by Home at Heart, it may no longer be protected by this authorization.
 - This consent will end one year from the date I sign it, unless the law allows for a longer period."
 - i. Maintain all informed consent documents in the consumer's individual record.

D. Staff Access to Private Data

1. This policy applies to all program staff, volunteers, and persons or agencies under contract with Home at Heart (paid or unpaid).
2. Staff persons do not automatically have access to private data about the persons served by Home at Heart or about other staff or agency personnel. Staff persons must have a specific work function need for the information. Private data about persons are available only to those program employees whose work assignments reasonably require access to the data; or who are authorized by law to have access to the data.
3. Any written or verbal exchanges about a person's private information by staff with other staff or any other persons will be done in such a way as to preserve confidentiality, protect data privacy, and respect the dignity of the person whose private data is being shared.
4. As a general rule, doubts about the correctness of sharing information should be referred to the supervisor.

E. Individual access to private data.

Individuals or their legal representatives have a right to access and review the individual record.

1. A staff person will be present during the review and will make an entry in the person's progress notes as to the person who accessed the record, date and time of review, and list any copies made from the record.
2. An individual may challenge the accuracy or completeness of information contained in the record. Staff will refer the individual to the grievance policy for lodging a complaint.
3. Individuals may request copies of pages in their record.

4. No individual, legal representative, staff person, or anyone else may permanently remove or destroy any portion of the person's record.

F. Case manager access to private data.

A person's case manager and the foster care licensor have access to the records of person's served by the program under section 245D.095, subd. 4.

C. Requesting Information from Other Licensed Caregivers or Primary Health Care Providers.

1. Complete the attached release of information authorization form. Carefully list all the consults, reports or assessments needed, giving specific dates whenever possible. Also, identify the purpose for the request.
2. Clearly identify the recipient of information. If information is to be sent to the program's health care consultant or other staff at the program, include Attention: (name of person to receive the information), and the name and address of the program.
3. Assure informed consent to share the requested private data with the person or entity has been obtained from the person or the legal representative.
4. Keep the document in the person's record.

After termination of employment with Home at Heart for any reason or no reason, former employees must continue to protect the privacy of client protected health information. All departing employees must immediately return to their supervisor any and all documents and media containing client protected health information. Terminated employees must never disclose, without proper authorization or as required by law, any client protected health information after leaving employment with Home at Heart.

CONFIDENTIAL INFORMATION

As the result of your employment with Home at Heart, you will acquire and have access to confidential information belonging to Home at Heart of a special and unique nature and value, relating to such matters as Home at Heart's clients lists, contracts and other information (including without limitation personal contact information and health care information); Employees and compensation information; accounts; trade secrets; procedures; handbooks (including this Manual); pricing information; customer information; accounting and bookkeeping practices; office policies and practices; financial information, data, records and reports; sales data and expense information; business plans, general and specific; prospect names and lists; existing and potential business opportunities; confidential reports; litigation and other legal matters; intellectual property; and other information specific to Home at Heart and its business.

Home at Heart expects employees to maintain the utmost integrity regarding all such confidential information. All such information will be held in the strictest confidence and will be released only by authorized employees to persons who recognize these confidentiality obligations and agree to abide by them in writing. All requests for any information relative to *any* Home at Heart employee or client must be referred directly to the GM. Only the GM, or the GM's authorized designee, is authorized to release information concerning administrative, technical or financial data relative to the operation of Home at Heart and/or any information of any kind (including without limitation personal and health-care related information) regarding Home at Heart's employees and clients. If any representative of the media (newspaper, television, radio) requests any information, such request must be directed or referred to the GM.

As a condition of your employment with Home at Heart, you hereby agree that all confidential information described in this Manual, and/or any other information which you know or reasonably should be aware constitutes confidential or proprietary information regarding Home at Heart, any Home at Heart client or any Home at Heart employee, is the exclusive property of Home at Heart and that you will not at any time use,

divulge or disclose to anyone, or attempt to use, divulge or disclose to anyone, except in the responsible exercise of your job, any such confidential or proprietary information, whether or not such information has been designated specifically as “confidential” or “proprietary”. *Any violation of these confidentiality restrictions is grounds for disciplinary action, including immediate termination.*

REPORTING OF ABUSE/NEGLECT/EXPLOITATION

It is the policy of Home at Heart to comply with all relevant laws with regard to the mandatory reporting of all suspicions of abuse or neglect. If Home at Heart becomes aware of possible abuse of a client, or has reasonable suspicion of abuse or neglect, Home at Heart is required by law to notify the Minnesota Department of Human Services. The GM or his designee will be responsible for this notification. To ensure all incidences of abuse/neglect are reported to the proper authorities and according to the law, any employee who witnesses neglect or sexual abuse involving a client while under the care of Home at Heart Employees shall report the incident to the GM as soon as possible but in no event less than twenty-four (24) hours after witnessing the incident.

NONDISCRIMINATION

All Home at Heart employees will provide the highest quality service to Home at Heart clients regardless of the client’s color, race, religion, creed, sexual orientation, national origin, disability and source or level of funding.

Chapter

5

HOMEMAKING SERVICES

The Homemaking program is designed to provide needed in-home services to persons unable to complete the tasks independently, thus making it possible for clients to remain in their homes for a greater period of time. Home at Heart may amend the following job description, policies and procedures at any time and from time to time, effective immediately upon written notice to the affected employee, at Home at Heart's sole and absolute discretion.

The purpose of this Chapter is to establish a basic knowledge with which Home at Heart homemaking employees ("Homemakers") can direct their efforts in a manner that will provide the highest quality service to Home at Heart's clients and advance the goals of Home at Heart, the Homemaking program and the interest of the Homemaker. Please note that some Homemakers will provide "Housekeeping Services". Refer to Chapter 6, below with respect to provision of Housekeeping Services.

The policies set forth in this Chapter 5 with respect to the Homemaking program are as complete as reasonably possible. They are not all-inclusive because circumstances may be encountered that cannot be anticipated.

Home at Heart provides Homemaking services, Housekeeping Services, In-Home Respite Care services (as described within this Manual) and Personal Care Assistance services. Accordingly, there are some recipients who may receive more than one service from Home at Heart. As such, Home at Heart also allows care givers to all such services provided all applicable required training and orientation has been completed to Home at Heart's satisfaction under Chapter 3 and Chapter 6 of this Manual. Employees should reference the Home at Heart PCA Policy Manual relative to Personal Care Assistance Services.

A. DEFINITION OF HOMEMAKING SERVICES

General household activities provided by a trained homemaker, when a person is unable to manage the home or when the person regularly responsible for these activities is temporarily absent or unable to manage the home. Covered services are listed in the community support plan of the client and include the following:

- Meal preparation
- Shopping and errands
- Routine household care
- Assistance with instrumental activities of daily living
- Transportation arrangement
- Companionship
- Emotional support
- Social stimulation
- Monitoring of the safety and wellbeing of the client

The services provided by a Homemaker under a community support plan cannot be duplicated with other State plan covered service or waiver services.

B. PROVIDER STANDARDS AND QUALIFICATIONS

Providers of Homemaker Services must meet the requirements of Minnesota Statutes, including the training set forth below and criminal background reviews as specified in Minnesota Statutes Chapter 245C, including the following:

1. Having the education and experience qualifications relevant to the job responsibilities assigned and the needs of the persons served by the Home at Heart, including any educational qualification required by Minnesota law or the coordinated service and support plan or coordinated service and support plan addendum (including without limitation any applicable Abuse Prevention Plan and/or Funds and Property Authorization Form).
2. Having demonstrated competency in the orientation and training areas required Minnesota law, and when applicable, completion of continuing education required to maintain professional licensure, registration, or certification requirements. Competency in these areas is determined by Home at Heart through knowledge testing and observed skill assessment conducted by the trainer or instructor.
3. Periodic performance evaluations completed by Home at Heart of the employee's ability to perform the job functions based on direct observation.

C. TRAINING REQUIREMENTS FOR 245D HOMEMAKERS & RESPITE PROVIDERS

The following are the training requirements for 245D Home at Heart Homemakers:

1. Homemakers are required to have completed the then-current DHS sponsored on-line Waiver Provider 101 or PCA State Training Certificate prior to any employment with Home at Heart. Homemakers who have completed the DHS sponsored on-line training will receive two (2) hours of credit towards hourly training requirements (see Chapter 3).
2. All Homemaking, Housekeeping and Respite employees must read the then-current Home at Heart Homemaking, Housekeeping and Respite Care Policy Manual prior to providing Homemaker Services. (Up to 2 hours Credit).
3. Homemakers who provide 245D Homemaking or Respite services must be orientated as per the Home at Heart Orientation and Training form. (Attached at *Appendix 7*).
 - a. Coordinators or QP's are responsible for ensuring that 245D homemakers meet the twelve (12) hour training requirement within sixty (60) days of starting unsupervised service to a recipient.
 - b. Coordinators or QP's will assign training as needed to new 245D Homemakers
 - c. Coordinators or QP's will authorize mileage reimbursement as needed to ensure that 245D Homemakers meet the twelve (12) hour training within the sixty (60) day requirement.
4. 245D Homemakers must complete all training requirements set forth in Chapter 3, including completion of 12 hours per year of training.

D. HOMEMAKING PROGRAM POLICIES AND PROCEDURES.

The following are the policies and procedures specifically applicable to the Home at Heart Homemaking program and Home at Heart Homemakers. These policies and procedures *supplement* the generally applicable policies and procedures set forth within this Manual.

1. **Homemaking Chain of Command.** Home at Heart Homemakers report to their Coordinator, unless they have a client who receives both PCA and Homemaking, in which event they report to their supervising RN, who in turn reports to the Director of Services. The Director of Services reports to the GM (Bruce Emmel). Homemakers may report directly to the Director of Services if there is an issue involving the Coordinator or Homemaker's supervising RN. The Coordinator and supervising RN's provide direct support to the Homemakers and clients. Regular and effective communication is essential.

2. **Confidentiality.** Homemakers are subject to the confidentiality obligations set forth in Chapter 4 of this Manual. ALL client information is confidential information as discussed within Chapter 4.

3. **Absent Clients.** Homemakers are NOT allowed to provide services for clients who are not home unless it is *prearranged* with Home at Heart. DO NOT enter any client's home if they are not there without first getting permission from your Coordinator. If the client has entered the hospital or nursing home, NO service is to be provided at that home until Home at Heart gives approval for service to resume. Most contract for Homemaking services with Home at Heart are cancelled when a client enters a hospital or nursing home; the case manager must restart the contract and give authorization before service may resume. In the case of waived services or private pay clients, services will not be restarted until your Coordinator has received authorization. There are instances in which a client is not normally home when homemaking is to be provided, but this MUST BE PREARRANGED with Home at Heart. Time sheets **may not be accepted without the signature of the client** unless there is a valid explanation as to why the client has not signed, and the hours of service are verified by the client with Home at Heart. This applies to waived services and private pay clients. THIS POLICY IS FOR YOUR PROTECTION AS WELL AS THE CLIENT'S PROTECTION.

4. **Client's Contracted Service Hours.** Each client is contracted for a certain amount of homemaking service time. These hours MUST be fulfilled. The client's case manager determines the number of contracted hours based on the needs of the individual client. If the contracted time is not adequate, or if the hours seem excessive, the Homemaker should contact their Coordinator to see if an adjustment can be made. Once contracted services are reduced, it is not likely they will be granted again. DO NOT change your clients' hours of service without proper authorization; this also includes waived services and full (private) pay clients. Keep in mind that it is hard to make and maintain a regular schedule with all of your clients if you do not fulfill the contracted amount of service hours each time with each client. In addition, if contracted hours are not regularly being fulfilled, sometimes case managers automatically reduce the contracted hours and the client may suffer.

5. **Maintaining Regular Visit Schedules.** Home at Heart Homemakers are responsible for setting up and maintaining their own schedules with clients. **It is very important to maintain a regular schedule with your clients! Homemakers must provide a copy of their schedule (at least one month in advance) to their Coordinator,** you will be provided with schedule sheets to fill out and return with your time sheets. Homemakers are not expected to work on holidays or on any day that the Home at Heart office is closed, even if these days fall on your regularly scheduled appointment day (see Rescheduling Client Visits and Substitute Homemakers, below).

6. **Rescheduling Client Visits and Substitute Homemakers.** If, for any reason, a Homemaker cannot make it to a regularly scheduled client visit, it is the **Homemaker's** responsibility to inform the **client and the Homemaker's Coordinator** of the schedule change. The Homemaker should make every effort to reschedule the visit with the client (preferably the same week or during the two (2) week pay period) when the initial call is made to inform the client of the change. The new date and time should then be reported to your Coordinator. If the client requires cleaning at the regularly scheduled time, a **substitute Homemaker** is needed. All Homemakers will be supplied with a list of approved Home at Heart Homemakers for their clients in their area to be used when substitutes are required, and should make every effort to arrange a substitute on their own. If

needed, Coordinators will **assist** Homemaker's with arranging substitutes. Obviously, if you are aware that a change must be made to your client visit schedule, clients and your Coordinator should be informed as *early as possible* to provide adequate time to arrange a substitute if needed. *If you would like to do some substitute work, please inform your Coordinator that you are available. A call at the beginning of the week is greatly appreciated.*

7. Required Documentation. Homemaker time sheets must be sent to the Home at Heart office at least every two (2) weeks. All time sheets must be received by the Home at Heart office by 5pm on Monday before payday **AT THE LATEST**. Time sheets received after the Monday 5pm deadline will be credited towards the subsequent pay period. If you must mail your time sheet, allow adequate time for the time sheet to reach the Home at Heart office before the Monday 5pm deadline – the Post Office is closed on federal holidays so you must mail earlier to make sure it beats the deadline! **Failure to turn in paperwork on time not only affects your pay schedule, it adversely affects the Home at Heart billing schedule, which is problematic.** It is good practice to drop off or mail time sheets as soon as you finish the last client on your schedule for the pay period. **Getting your documentation in on time is a requirement of this job.**

8. Client Falls and Injuries. If a client has fallen before or during the time you are in their home, **do not** attempt to help the client get up. If the client cannot get up on his/her own and/or is unconscious, call 911 immediately and then call your Coordinator. Attempting to assist the client may result in further injury. Please do not attempt to contact any client's family member rather than calling 911.

9. Theft. If a client accuses a Homemaker of theft, immediately report the incident to your Coordinator. The client will be encouraged to file a report with law enforcement. Once the report is filed the investigation is in the hands of the police or sheriff. Home at Heart will take appropriate action in response to the incident which may include an investigation and disciplinary action up to and including termination of employment (see Chapter 2 of this Manual).

10. Stealing Time. "Stealing Time" is defined as getting paid for, or attempting to get paid for, time that you did not really work. If a Homemaker is suspected of stealing time, there may be an investigation and disciplinary action up to and including termination of employment (see Chapter 2 of this Manual).

11. Lifting. Homemakers are not permitted to lift more than twenty-five (25) pounds. Home at Heart does not allow Homemakers to move heavy furniture (sofa, loveseat, beds, lounging chairs, etc.). Call your Coordinator if you have questions as to permitted lifting. When lifting an object, remember the four (4) points of safe lifting: (1) Keep your head up (maintain proper posture and neck alignment); (2) Keep a neutral curve in your back (bring the load in close to your body and distribute the load symmetrically), making certain to move other obstacles out of the way; (3) Lift with your Legs; and (4) Never twist or turn while lifting.

12. Emergency Action Plan. Homemakers should assess each client's home to determine an emergency action plan in case of fire, tornado, physical harm, etc. If an emergency occurs call 911 immediately and remove the client and yourself to a place of safety immediately.

13. Gifts. Before accepting any gift from any client, contact your Coordinator to determine whether it may be accepted within the guidelines set forth in Chapter 4 of this Manual.

14. Personal Care/Activities of Daily Living ("ADLs"). Assisting any client with personal care and or ADLs is **not** part of the Homemaker's essential responsibilities. This includes, but is not limited to, such activities as assisting with shower/bath, trimming toenails or fingernails, doing hair, dressing or undressing, etc. This also includes, but is not limited to, changing/regulating oxygen tanks, transporting and/or monitoring/adjusting any medical apparatus.

15. Blood Borne Pathogens/Bodily Fluids. Homemakers are not required to clean up any blood or bodily fluids from their clients. This includes, but is not limited to, syringe clean-up, wiping up blood or bodily fluids including emesis, or handing of personal items that have been soiled with blood.

16. Realm of Homemaking Responsibilities. Home at Heart Homemakers are expected to provide the highest quality of cleaning and service possible to all clients. If there is any reason to believe that quality cleaning is not being provided, additional training on homemaking will be required. The following duties are tasks which a client may ask you to perform. Some of these duties may be performed on a regular schedule, or only periodically. However all are certainly part of the Homemaker's duties if a client asks for the task to be completed. ALL duties are to be performed INSIDE the home living areas. Homemakers are **not allowed** to shovel snow, rake yards, clean flower beds or garden, etc. Garages and unfinished basements are not generally considered living areas. The following is not inclusive of duties which may be included in a client's plan.

- (a) **In bathrooms Homemakers should clean:** Sink, top of vanity, fronts of cabinets, toilet, tub/shower and surrounding area, mirrors and entire floor area. Goggles and gloves are required equipment when cleaning bathrooms and are provided to the Homemaker by Home at Heart; masks are also available on request.
- (b) **In kitchens Homemakers should:** Wash, dry and put away dishes, clean and disinfect countertops, stovetop, surfaces of appliances, tabletops and inside of microwave, sweep and mop floors, occasional cleaning of oven and refrigerator as needed.
- (c) **Dusting:** In every room dust all surfaces, shelves and items on the shelves. Pick up the items to dust under them (rather than dusting around them) and clean the item itself. If the client requests furniture polish, Homemakers should buff the piece of furniture with a dry cloth after the polish dries. Homemakers are NOT required to dust or wash *collectible items/items of value* if Homemaker's are uncomfortable with the responsibility of doing so.
- (d) **Flooring:** Vacuum all carpeted areas, changing vacuum bag as needed. Sweep bare floors prior to washing them, mop using the client's preferred method, including cleaning mp boards. Homemakers are **not** required to do "hands and knees" mopping. If Homemakers are asked and are unable or unwilling to clean floors on their hands and knees, please contact your Coordinator for possible client/Homemaker reassignment. Pick up rugs to vacuum or mop underneath. Take care not to shake the rugs in the house, shake them *outside*. Clients may want rugs aired out.
- (e) **Windows:** Thoroughly wash insides of all windows, window sills and tracks. Double hung windows may be taken apart to wash outside surfaces if the client requests. Upon request, Homemakers may remove, launder and re-hang curtains/valances **ONLY** if accessible from a one-step stool (not a chair/ladder – see below).
- (f) **Bed Linens:** Strip the dirty sheets (unless they are soiled with bodily fluids) and make-up the bed with clean sheets. Launder dirty bedding, fold and put away or put back on bed.
- (g) **Laundry:** Wash, dry, fold or hang up and put away the laundry. Some items may also need to be ironed.
- (h) **Trash:** Gather up trash as you go through the rooms and replace trash can liners, collect in a main trash bag (usually from the kitchen) and take out as you leave.

- (i) **Sorting and Organizing:** Assist client in sorting and discarding items no longer needed in closets, corners, piles, etc.
- (j) **Walls and Ceilings:** Wash walls and ceilings as requested. Use a one-step stool only (not a chair or ladder – see below). Utilize a long handled mop (with clean mop head) or dry duster with extension as needed for ceilings and high walls. Clean door handles and switch plates.
- (k) **Grocery Shopping and Errands:** Have clients make a shopping list, assist with this if needed, which includes needed items and the brand or type if applicable. If the client provides you with cash, you should count it first and repeat the total to the client before you leave, just in case they have counted wrong and are not aware of how much money they have handed you. ALWAYS return the store receipt and any change. When you return, go over the items purchased with the client while putting them away. You may run other errands such as taking trash to the recycling center, picking up prescriptions, going to the Post Office, dropping off dry cleaning, etc. Homemakers CANNOT purchase alcohol, tobacco, or lottery tickets for any client. Homemakers CANNOT transport the client (see below). If the client has alternate transportation, the Homemaker may meet them at the store and assist with shopping.
- (l) **Meal Preparation:** Homemakers may prepare meals to be eaten by the client during the visit or to be refrigerated or frozen for future use. This includes the occasional baking of cake, cookies, bars, pies, etc. as requested.

17. Duties Home at Heart Homemakers are NOT allowed to perform:

- (a) **Transporting clients:** Home at Heart Homemakers are **prohibited** from transporting any client or other household member in any vehicle. No Homemaker is allowed to give any client a ride while providing service for Home at Heart. If a client continues to ask for rides, refer them to your Coordinator, or ask your Coordinator for assistance.
- (b) **Ladders and Step Stools:** Home at Heart Homemakers may **not** stand on any ladder. However, Homemakers **are permitted** to utilize a “**one-step stool**” (as step stool having not more than a single step). A chair should never be used in place of a stool. There are methods to accommodate ceiling and wall washing beyond your reach from a one-step stool (utilize a long-handled mop or duster extension). If you have questions about this contact your Coordinator.
- (c) **Alcohol/Drug Purchase:** Home at Heart Homemakers are **not** allowed to purchase alcoholic beverages for any client
- (d) **Tobacco Purchase and Use:** Home at Heart Homemakers are **not** allowed to purchase tobacco products for any client. Homemakers are prohibited from using tobacco products in any client’s home, even if the client smokes or uses tobacco. Client homes are designated non-smoking areas for all Home at Heart Homemakers.
- (e) **Lottery Ticket Purchase:** Home at Heart Homemakers are **not** allowed to purchase lottery tickets *of any kind* for clients.
- (f) **Medications:** Home at Heart Homemakers may pick up prescriptions for a client at the pharmacy but are **never** to administer any medications (over-the-counter or prescription) to any client. Homemakers are **prohibited** from filling client pill boxes or laying out daily medications.

- (g) **Client Pets:** Home at Heart Homemakers are **not** required to clean up animal feces or clean cat litter boxes. If a Homemaker is comfortable with cleaning up after pets, the Homemaker may choose to do so for the client, but is **not** required to do so. Homemakers are strictly prohibited from transporting any client pet, including to a veterinarian. Clients who cannot take care of their pets may have to reconsider their pets' situation. Speak to your Coordinator if there are pet concerns of any kind.

E. THE BASICS OF GOOD CLEANING

The following is a collection of cleaning practices and information that will be useful to Homemakers in performing cleaning services.

- **Proper hand washing:** Home at Heart encourages Homemakers to utilize effective hand washing practices. Hand washing technique is included within the Home at Heart Care, Inc. Communicable Disease Control Plan.
- **Consult with your client regarding allergies and sensitivity to chemicals and cleaning agents.**
- **Definitions/Use of Cleaning Agents:**
 1. Antibacterial – destructive to or inhibiting the growth of bacteria.
 2. Clean – to remove visible debris by washing or scrubbing with soap (detergents) and water.
 3. Sanitize – to reduce the number of bacteria.
 4. Disinfect – to destroy even more potentially harmful bacteria and other microbes.

“So how does this affect YOU?” Answer – The US EPA regulates the labeling and use of sanitizers and disinfectants – all chemicals that state “sanitizing” or “disinfecting” on the label also have instructions on the label as to how to use them correctly to ensure they sanitize or disinfect. The most important factor is how long the cleaner contacts the surface in question – it takes longer to disinfect than it does to sanitize. **YOU MUST FOLLOW THESE DIRECTIONS OTHERWISE THE CHEMICAL IS NOT SANITIZING/ DISINFECTING AND YOU ARE WASTING THE PRODUCT.**

Antibacterial dishwashing liquids destroy or inhibit the growth of bacteria on skin but are not formulated for killing germs on hard surfaces and do not affect viruses at all.

Read the label on ALL cleaners to become aware of risks as well as making sure it will actually do the job expected.

- **Helpful Conversions:**

3 teaspoons (t) = 1 Tablespoon (T)

2 c = 1 pint (pt)

2 T = 1 ounce (oz)

2 pt = 1 quart (qt)

8 oz = 1 cup (c)

4 qt = 1 gallon (gal)

- **Using Bleach:** Chlorine bleach is the strongest cleaning chemical that should be used by Home at Heart Homemakers. It is very versatile and effective when used properly. The following items are for your information and will help you to understand how to properly utilize bleach – this is not a list of what you are expected to do, but guidelines to use in the case you use bleach. Chlorine bleach can be used to sanitize and disinfect, if it is mixed in the proper concentrations (it will kill viruses, fungi and bacteria if used correctly). Remember these simple rules:
 1. Use the ratio of bleach to water that is required for the specific task at hand.
 2. Do not use scented bleach to sanitize or disinfect.
 3. Use cool or just warm water, as hot water at 120°F can prevent bleach from sanitizing.
 4. Do not add bleach to water that contains dish soap. Dish soap renders bleach ineffective as a sanitizer/disinfectant and fumes can result.
 5. Always add bleach to the water, not water to the bleach, to prevent splashing.
 6. Don't mix bleach with anything other than water (including ammonia, vinegar, or dish soap)! This can cause deadly fumes!
 7. The chlorine evaporates, so items can be air dried and do not have to be rinsed.
 8. Bleach solution can be applied with a sprayer, cloth soaked in solution or item may be immersed to soak.

To sanitize most food contact surfaces: Use solution of one T of bleach to 1 gal of water.

Dishes, pots and pans and glassware – After washing with dish soap and warm water, soak dishes for 2 minutes in bleach solution and then air dry. (Use this as rinse water for dishes – replace if soap bubbles appear).

Sinks and countertops – Clean to remove visible debris then wipe the surfaces with bleach solution, allow the solution to contact the surface for at least 5 minutes and air dry.

Plastic items such as baby teething rings, sippy cups, baby bottles, cutting boards and utensils may be sanitized with the solution if soaked for 2 minutes then air dry.

Suggestions for killing Staph and E. coli

To sanitize wooden cutting boards Make a sanitizing solution of 3 T bleach per gal of water.

Wash, wipe and rinse cutting boards with dish soap and warm water, then apply the bleach solution, soak for 2 minutes (NOT overnight). Then rinse and air dry.

To sanitize hard, nonporous, nonfood contact surfaces: Use ¼ c bleach to 1 gal of water.

Sanitize the bathroom with using this solution, allow solution to contact surface for 2 minutes then air dry.

To disinfect hard, nonporous surfaces: Use solution of ¾ c bleach to 1 gal water-

Children's toys – soak for 5 minutes in this solution and air dry.

Animal food bowls and items – soak for 10 minutes with this solution (feline and canine parvovirus).

If you are going to use bleach to disinfect the bathroom, this is the solution to use. Allow solution to contact surfaces for 5 minutes.

- ***Develop a Routine:*** When you first go into a home or a room within a home, begin the things that are going to take the longest amount of time and/or need to soak before scrubbing.

Examples:

If you do laundry, first walk around the house and gather up all items needing washing (including kitchen towels, dish rags, bath towels, bed linens, etc.), then put the wash in right away, especially if you only have 1-2 hours at the client's home. Watch the time (especially if you have to do more than one load) so you can add the fabric softener at the right time and get them in to the dryer to dry completely (and hopefully folded and put away) before you go.

Place dishes in hot soapy water when you first arrive and allow them to soak as you go to clean another area of the home. Don't soak non-stick pans for more than an hour, and be careful not to scratch them when cleaning. Use a softer scrubber or cloth. You can use baking soda to scrub off cooked/dried on food.

Don't soak wooden cutting boards, knives with wooden handles, or wooden utensils for more than 30 minutes.

If a client wants you to use bleach when washing dishes explain that it won't work to sanitize when mixed with the soapy dishwater. Set up a rinsing station, either in one half of the sink or in a dishpan, and make certain that the dishes soak for 2 minutes in the rinse water. Replace rinse water (and bleach) when soap bubbles appear.

If you are going to clean an oven, spray it down when you first get to the home so it has time to work as you clean the rest of the house – most oven cleaning sprays need a minimum of 2 hours to soak before scrubbing. (You may also ask the client to spray the oven 1-2 hours before you arrive).

When you begin the bathroom, spray the tub/shower and surround with cleaner and put the bowl cleaner in the toilet to let them do their job while you clean the other part of the bathroom.

If you only have one rag/cloth, use it on the items with the least amount of dirt and/or germs first, then move on to the dirtier tasks toward the end of the time you are in that room, so you can be done with that rag/cloth and get it into the dirty laundry without spreading too many germs around. Also make sure that your client is washing rags/cloths so you are not reusing dirty ones each time.

- ***Do things in logical order and use common sense.***

Examples:

1. Dust before you sweep, mop or vacuum.
2. Shake rugs outside and place them out of the way during vacuuming/mopping.

3. Clean the whole room before you mop, so when you leave the room after you mop you don't have to return.
 4. Get priority things done first, i.e. clean kitchen and bath before devoting time to once in awhile chores.
 5. DO NOT mix ANY chemicals!
 6. ALWAYS LOOK AROUND TO SEE IF THERE IS ANYTHING ELSE YOU CAN DO, don't just get into a boring routine at each client's home, if you see something that needs to be done DO IT or ask the client if you can do it.
- ***A good routine for "dry" rooms – bedrooms, living rooms, etc.*** "Dry" rooms should take less time than "wet" rooms. If you don't know where to start, begin top to bottom and left to right.
 1. Change sheets or make up bed if the room is a bedroom. Pick up clutter in living and other rooms.
 2. Dust – first knock down cobwebs and dust light fixtures within reach and anything high on the walls. Next dust things hanging on the walls, including tops of picture frames and shelves, and dust all furniture, TVs, etc. When doing shelves, remove each item and dust under it as well as dusting/cleaning the item itself. Next dust lower items on the wall, baseboards and baseboards headers. Swiffer type cloths and microfiber cloths work great for picking up dust and helps prevent dust from flying around the room. If the client has a flat screen TV, DO NOT clean it with any type of liquid cleaner unless it's specifically labeled for flat screen TVs! Otherwise, simply dust the surface, being careful not to put pressure on the screen.
 3. Polish furniture – not all furniture polish is made to clean (so clean/dust first). Please take a few seconds to read the label to familiarize yourself with the type of polish you'll be using (follow directions). Waxy types of polish can actually attract more dust if used improperly. Most types of polish require you to BUFF the piece of furniture with a dry cloth once the polish dries.
 4. Wash Windows – (as described in Bathroom section).
 5. Vacuum and/or sweep and mop – You will need to change the vacuum bag when needed. If it is a bagless vacuum, empty the canister as needed, be careful with where and how the canister is emptied to avoid getting the dust and dirt back into the house.
 - ***A good routine for cleaning bathrooms.***
 1. Wear gloves!!
 2. DO NOT use the same cleaning cloths in the bathroom and kitchen!
 3. Spray the tub/shower and surround with cleaner.
 4. Remove all items from the vanity top and then spray the vanity top, sink and faucet handles with cleaner. Use the stopper in the sink to prevent the cleaner from running down the drain.
 5. Clean the mirrors, inside of windows, and the outside of the glass shower doors with glass cleaner or vinegar and water. You will only need a small amount of cleaner. (A few tips – Using newspaper

instead of a cloth works to prevent streaks. The polishing microfiber cloths work well. To prevent mirrors and glass shower doors from fogging up –spread a thin layer of shaving cream all over the surface and allow to dry for about 20 minutes, then buff until clear).

6. Your cloth is now damp – wipe down backsplash, walls, light switches and fronts of cabinets, use more glass cleaner if needed.
7. Rinse the cloth out in the sink, then scrub the vanity top and sink with the damp cloth. Make sure to scrub the faucet handles, as they are the dirtiest part of the bathroom, polish with a dry cloth if needed.
8. Place items back onto vanity top.
9. Scrub the tub/shower and surrounding area with the same cloth. If you have used a different type of cleaner on the vanity, rinse out the cloth before scrubbing the shower. If the shower has glass doors, be sure to clean the inside of them so they do not have water spots and are completely clear. Clean the faucet and handles. Rinse the tub/shower, walls, and doors with water.
10. Wear your goggles when scrubbing toilet with brush. Do not use the cloth on the toilet unless you are doing that LAST in the room and immediately depositing it in the dirty laundry afterwards. Another method is to use toilet paper to clean the rim of the toilet and under the seat, then another piece of toilet paper to clean the top of the seat and under the lid, then close the lid and clean the rim and area behind the seat and under the tank. Throw the toilet paper into the toilet when done. Make sure to clean the toilet handle, (where most germs are).
11. Remove the trash and replace the liner.
12. Sweep the floor, including behind the toilet. Swiffer type cloths work great for picking up hair in bathrooms!
13. Wash the floors with the cloth previously used if it was NOT used on the toilet, or mop with a mop. Be sure to clean very well around and behind the toilet. Clean the lower parts of the stool with the cloth. Clean the floor from the farthest point to the door, so you are always walking on non-mopped floor.
14. When done in the bathroom – take the trash out as you go. Remove your gloves properly and place in the trash bag before clogging bag.
15. *Lastly, properly wash your hands!*

- ***Kitchen Routine.***

1. *Washing dishes* – If dishes need to soak, go begin other cleaning and return in 10-15 minutes and wash. Make sure you wash BOTH sides of all dishes and plates. DO NOT use a soured or smelly dish cloth. Find a clean one. Make sure to completely wring out and hand up dish cloths/towels and place sponges where they will dry between uses to prevent souring and growth of germs.
2. *Clean the stovetop* – Remove burner grills from gas stoves, clean them, and clean underneath. Some elbow grease will be required to get the stovetop clean, move have cooked on food and grease involved. This is one more area that usually can be sprayed with cleaner and allowed to soak. Use steel wool or a scrub pad, being careful not to scratch the surfaces. Soft Scrub or Comet work well. Comet or other

powered cleaners, when used dry, can help absorb great while still scrubbing off other gunk. Mr. Clean Magic Erasers work miracles on stovetops, even without using other cleaners.

3. *If you need to clean the oven-* Allow plenty of time for the cleaner to work, then scrub well, and rinse. If you don't have much time at a client's home, you may have to forego your regular cleaning chores one visit in order to have the time to clean the oven. Make sure you read the directions on the cleaner, they are all a little different and need to be used properly for safety and to ensure they work well.
 4. *Clean all table surfaces and countertops-* Removing crumbs first then cleaning with cleaner or soap and water and a cloth. If you are using a cleaner that states it sanitizes/disinfects, follow label instructions to make sure that it can do its job and kill germs, (same if you are using bleach and water solution made up from the recipes listed in this manual). The amount of time it's left to soak is the most important factor.
 5. *Clean the inside of the microwave-* One way to make the microwave much easier to clean is to place a glass bowl of water in it and microwave for a few minutes. The steam will help loosen food deposits. Be careful when removing bowl because it will be hot, and clean the microwave out with paper towels or a cloth. Clean the front of the microwave as well. You may encourage the client to cover food with a paper towel when in use to help keep the inside clean.
 6. *Clean fronts of all appliances and cabinets – including handles (where most of the germs are).*
 7. *You may clean items out of cabinets and drawers – and clean inside, this usually is a seasonal job (some clients may need this more often than others). You may help organize the contents of drawers, cabinets and pantries. When doing this, check the expiration date on food items and discard expired.*
 8. *Sweep then mop floors, or vacuum if carpet.*
- ***Doing laundry.***
 1. Sort clothes by color and/or water temperature required; wash like garments together.
 2. Always add the detergent to the washer (preferably as water is filling) before or according to directions before adding the clothing to the washer. If using bleach and the machine doesn't have a bleach dispenser, you must add the bleach first and allow the washer to begin filling before adding clothes (to keep from ruining clothes by bleach getting on them).
 3. If using liquid fabric softener and there is not Downy ball type dispenser, add the liquid softener at the beginning of the rinse cycle.
 4. When transferring wet clothes to the dryer, take time to shake clothes out to remove twists and to cut down on wrinkles once dried.
 5. Once dry, remove promptly and hand or fold immediately.

HOUSEKEEPING SERVICES

Home at Heart offers Homemaking services which are referred to as Housekeeping Services. Housekeeping Services consist **only** of cleaning services (not including all services described in Chapter 5) (“Housekeeping Services”). Housekeeping Services **do not** consist of “basic support services” which are offered by Home at Heart pursuant to its 245D Home and Community Based Services License. Hence, employees providing Housekeeping Services (“Housekeepers”) are subject to different training and orientation requirements which are described below. In addition, Housekeepers must comply with the restrictions on duties set forth within this Chapter 6.

Housekeeping Services are offered through the Home at Heart homemaking program to provide needed in-home cleaning services to persons unable to complete the tasks independently, thus making it possible for clients to remain in their homes for a greater period of time. Home at Heart may amend the following job description, policies and procedures at any time and from time to time, effective immediately upon written notice to the affected employee, at Home at Heart’s sole and absolute discretion.

Home at Heart provides Homemaking Services, Housekeeping Services, In-Home Respite Care services and Personal Care Assistance Services. Accordingly, there are some recipients who may receive more than one service from Home at Heart. **However, a Housekeeper may not provide Homemaking or In-Home Respite Care Services until completion of the training and orientation requirements at Chapter 3 in a manner satisfactory to Home at Heart.** Employees should reference the Home at Heart PCA Policy Manual relative to Personal Care Assistance Services.

A. DEFINITION OF HOUSEKEEPING SERVICES

The job duties of a Housekeeper are limited ***exclusively*** to providing home cleaning services. Housekeepers should refer to Sections D and E of Chapter 5, Homemaking Program Policies and Procedures and The Basics of Good Cleaning, as to homemaking program policies and procedures and cleaning information and guidance.

Notwithstanding the provisions of Chapter 5, a Housekeeper *shall not* provide any services which comprise “home management services” or assistance with activities of daily living (which services may only be provided by an employee that has completed the training requirements set forth in Chapter 3), including the following services:

- Laundry
- Meal Preparation
- Shopping for food, clothing or supplies
- Simple household repairs
- Arranging for transportation
- Assistance with bathing
- Assistance with toileting
- Assistance with eating
- Assistance with ambulating
- Any services other than cleaning services.

Any questions as to whether a service which a Housekeeper is requested or directed to complete is a non-cleaning service should be directed to the appropriate Coordinator.

B. PROVIDER STANDARDS AND QUALIFICATIONS

Notwithstanding the Employee Training Requirements set forth within Chapter 3 and the Provider Standards and Qualifications set forth within Chapter 5, the following consists of the provider standards and qualifications required for a Housekeeper:

1. Housekeepers must meet the requirements of Minnesota Statutes, sections 144A.43 to 144A.46. Housekeepers are to meet the minimum training requirements set forth below. Housekeepers must meet the standards under Minnesota Rules, part 9565.1200, subpart 2. Housekeepers are subject to criminal background reviews as specified in Minnesota Statutes Chapter 245C.
2. The minimum training requirement for a Housekeeper consists of twenty-four (24) hours of training during the first year, and six (6) hours annually thereafter. Such training includes courses in homemaking skills, child and personal care, human growth and development, the aging process, nutrition, home management, and training in working with persons who have physical and/or mental disabilities.
3. Housekeepers are required to have completed the then-current DHS sponsored On-Line PCA training prior to any employment with Home at Heart.
4. Completion of any other employment or training requirements of Home at Heart as determined from time to time.

C. SATISFACTION OF TRAINING REQUIREMENTS FOR HOUSEKEEPERS

The following are the training requirements for Housekeepers, notwithstanding any provisions within Chapter 3 to the contrary:

1. Housekeepers who have completed the DHS sponsored On-Line PCA training will receive six (6) hours of credit towards hourly training requirements (see above requirement of twenty-four (24) hours during first year and six (6) hours per year thereafter).
2. New employees must read the then-current Home at Heart Homemaking, Housekeeping and Respite Care Policy Manual prior to providing Housekeeping Services.
3. Housekeepers will receive six (6) hours credit for completing Home at Heart in-house training called Home at Heart 201. New employees must complete in-house training within one hundred twenty (120) days after the employee's hire date.
4. Housekeepers may attend optional homemaking training classes provided by Home at Heart to obtain credit towards the hourly training requirements. Home at Heart will schedule the optional homemaking training classes four (4) times each year.
5. Housekeepers do not have to complete Home at Heart 201 if the Housekeeper can provide documentary evidence (in form satisfactory to Home at Heart on a case-by-case basis) of current compliance with all then-applicable DHS training requirements, indicating training in homemaking skills, such as child and personal

care, human growth and development, the aging process, nutrition, home management, and training in working with persons who have physical and/or mental disabilities.

6. Housekeepers will receive client specific orientation and training and annual reviews by their Coordinator and additional reviews if requested by their client.
7. Housekeepers must complete annually Fraud Waste and Abuse Awareness training and other training as assigned.

To fulfill the six (6) hour training requirement for subsequent years, Housekeepers may attend Home at Heart 201 training (recommended bi-annually), attend optional homemaking training classes, and/or independently obtain satisfactory training (described above). Training for subsequent years must be completed by an employee within the first one hundred twenty (120) days of the employee's employment anniversary date.

Chapter

7

IN-HOME RESPITE CARE SERVICES

Beginning January 1, 2011, Home at Heart Care added In-Home Respite Care to its list of services provided. Home at Heart Care Caregivers can perform In-Home Respite Care for qualifying individuals. Home at Heart may amend the following job description, policies and procedures at any time and from time to time, effective immediately upon written notice to the affected employee, at Home at Heart's sole and absolute discretion.

The policies set forth in this Chapter 7 with respect to the In-Home Respite Care Services Program are as complete as reasonably possible. They are not all-inclusive because circumstances may be encountered that cannot be anticipated.

Home at Heart provides Homemaking, Housekeeping and In-Home Respite Care services (as described within this Manual) and Personal Care Assistance services. Because of this there are some recipients who may receive more than one service from Home at Heart. As such Home at Heart also allows care givers to provide both these services. Employees should reference the Home at Heart PCA Policy Manual relative to Personal Care Assistance Services.

A. DEFINITION OF RESPITE CARE SERVICES

Respite Care services are short-term care services provided due to the absence or need for relief of the family member(s) or primary caregiver.

Covered Services

Home at Heart Care is approved to provide In-Home Respite Care only for recipients approved for BI, CAC, CADI or DD waivers and authorized by the recipient's County case manager.

Respite care is only provided for a primary caregiver meeting the following criteria:

- Responsible for the care and supervision of the person;
- Maintain his/her primary residence at the same address as the person *and*
- Named as an owner or lessee/tenant of the primary residence

Respite care is limited to thirty (30) consecutive days per respite stay in accordance with the plan of care and is based on the recipient's needs and may cover day or night respite needs.

Non-Covered Services

With the exception of community emergency or disaster, respite care is not available for persons residing in:

- Customized living or 24-hour customized living
- Foster care homes with shift staffing

- Residential care

Respite care provided in the person's home or other private residence will not include room and board payments.

The DD Waiver does not reimburse respite care for:

- Short term admission to an ICF/DD or
- More than four people in one home or setting at the same time

B. PROVIDER STANDARDS AND QUALIFICATIONS

Providers of Respite Care Services must meet the requirements of Minnesota Statutes, including the training set forth below and criminal background reviews as specified in Minnesota Statutes Chapter 245C, including the following:

1. Having the education and experience qualifications relevant to the job responsibilities assigned and the needs of the persons served by the Home at Heart, including any educational qualification required by Minnesota law or the coordinated service and support plan or coordinated service and support plan addendum (including without limitation any applicable Abuse Prevention Plan and/or Funds and Property Authorization Form).
2. Having demonstrated competency in the orientation and training areas required Minnesota law, and when applicable, completion of continuing education required to maintain professional licensure, registration, or certification requirements. Competency in these areas is determined by Home at Heart through knowledge testing and observed skill assessment conducted by the trainer or instructor.
3. Periodic performance evaluations completed by Home at Heart of the employee's ability to perform the job functions based on direct observation.

C. TRAINING REQUIREMENTS FOR EMPLOYEES PROVIDING RESPITE CARE SERVICES

The following are the training requirements for Home at Heart employees providing respite care services:

1. Employees providing respite care services are required to have completed the then-current DHS sponsored On-Line Waiver Provider 101 or PCA State Training Certificate (as required by Minnesota law) prior to any employment with Home at Heart. Employees who have completed the DHS sponsored On-Line training will receive six (6) hours of credit towards hourly training requirements (see Chapter 3).
2. New employees must read the then-current Home at Heart Homemaking, Housekeeping and Respite Care Policy Manual prior to providing Respite Care Services.
3. Employees must complete all training requirements set forth in Chapter 3.

CARE GIVER WAGE & BENEFITS

Home at Heart offers fair and consistent wages and benefits for all of its employees.

WAGES

Wages and payment policies relative to employees will be as determined by Home at Heart from time to time and communicated to Home at Heart employees in writing.

BENEFITS

401K Retirement Plan

Home at Heart offers a 401K retirement plan administered by American Funds. Sundquist and Associates Financial Services, Inc. of Clearbrook (218-776-2040) is our local Financial Advisor for the plan. Employees who have met the following vesting criteria are eligible:

1. Age twenty-one (21) or older;
 2. Have been employed with Home at Heart for a minimum of one (1) full calendar year; and
 3. Have worked more than one thousand (1000) hours during that calendar year.
- Vested employees are eligible to contribute a percentage of their checks, up to a maximum of \$17,500 of their pre-tax dollars per year (or more if over the age of fifty (50)).
 - Employees are responsible for how their 401K is invested and must meet yearly with Sundquist and Associates Financial Services, Inc. to review their investment strategy.
 - Employee access to 401K accounts is restricted by federal law. Employees who wish to access their funds before the age of fifty-nine and one-half (59 ½) may be subject to Internal Revenue Service penalties and taxes.
 - The Home at Heart Board retains the right to make Profit Sharing contributions to each employee's individual 401K plans as determined by the Board.

Employee Assistance Program

Home at Heart contracts yearly with the Clear Waters Life Center to provide Employee Assistance, Lay Counseling and Coaching services for all Home at Heart employees including family members and clients.

The Clear Waters Life Center provides:

- Conflict resolution and crisis counseling
- Anger management classes
- Chemical dependency and addictions counseling
- Eating disorder counseling
- Grief and depression counseling
- Marriage counseling
- Divorce recovery and blended family issues

- Referrals for special needs.

Employees who wish to access these services can call Becky at 218-776-2789 to make an appointment. There is no cost to the employee for these services.

AFLAC

Home at Heart employees who have been employed for a minimum of three (3) months are eligible to participate within the following AFLAC benefit programs:

- Cancer
- Accident
- Short Term Disability
- Hospitalization
- Intensive Care
- Specified Health Protection
- Dental
- Vision
- Life Insurance
- Sickness

Employees receive a group rate and may pay for such programs through a pre-tax payroll deduction for the majority of the programs, which constitutes a further savings from the group rate with respect to such programs. Home at Heart representative for AFLAC benefits is Lori Olson. Lori Olson's phone number is 218-431-0067.

Vendor Agreements

Home at Heart has agreements with local vendors for payroll deductions. To be eligible for a payroll deduction arrangement, an employee must be in good standing, have completed all training requirements, and execute a voluntary payroll agreement with Home at Heart and the vendor. An employee may have only one (1) applicable deduction at a time and may not exceed deductions over thirty-five (35%) of the aggregate of such employee's past ten (10) paychecks net pay.

Local vendors with which Home at Heart has agreements include the following:

- Auto Mart, Bemidji
- Bogart's, Blackduck
- Copper Auto, Bemidji
- Corner Garage of Blackduck
- Galli Furniture, Bagley
- M&M Auto Recyclers, Bemidji
- Main Street Service, Gonvick
- Neadeau Sales, Bemidji
- Pony Lake Auto, Hines
- Strong Motors, Red Lake

Home at Heart is open to working with other vendors if it safely meets the needs of our employees.

Minnesota Home Care Bill of Rights

MINNESOTA STATUTES, SECTION 144A.44. TO BE USED BY ALL LICENSED HOME CARE PROVIDERS AND PROVIDERS OF HOME CARE SERVICES EXEMPTED FROM LICENSURE UNDER MINNESOTA STATUTE 144A.46, SUBD.2.

Statement of rights. A person who receives home care services has these rights:

- (1) the right to receive written information about rights before receiving services, including what to do if rights are violated;
- (2) the right to receive care and services according to a suitable and up-to-date plan, and subject to accepted health care, medical or nursing standards, to take an active part in developing, modifying, and evaluating the plan and services;
- (3) the right to be told before receiving services the type and disciplines of staff who will be providing the services, the frequency of visits proposed to be furnished, other choices that are available for addressing home care needs, and the potential consequences of refusing these services;
- (4) the right to be told in advance of any recommended changes by the provider in the service plan and to take an active part in any decisions about changes to the service plan;
- (5) the right to refuse services or treatment;
- (6) the right to know, before receiving services or during the initial visit, any limits to the services available from a home care provider;
- (7) the right to be told before services are initiated what the provider charges are for the services; to what extent payment may be expected from health insurance, public programs, or other sources, if known; and what charges the client may be responsible for paying;
- (8) 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 find information about these services;
- (9) the right to choose freely among available providers and to change providers after services have begun, within the limits of health insurance, long-term care insurance, medical assistance, or other health programs;
- (10) 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;
- (11) the right to access the client's own records and written information from those records in accordance with sections 144.291 to 144.298;
- (12) the right to be served by people who are properly trained and competent to perform their duties;
- (13) the right to be treated with courtesy and respect, and to have the client's property treated with respect;

(14) the right to be free from physical and verbal abuse, neglect, financial exploitation, and all forms of maltreatment covered under the Vulnerable Adults Act and the Maltreatment of Minors Act;

(15) the right to reasonable, advance notice of changes in services or charges;

(16) the right to know the provider's reason for termination of services;

(17) the right to at least ten days' advance notice of the termination of a service by a provider, except in cases where:

(i) the client engages in conduct that significantly alters the terms of the service plan with the home care provider;

(ii) the client, person who lives with the client, or others create an abusive or unsafe work environment for the person providing home care services; or

(iii) an emergency or a significant change in the client's condition has resulted in service needs that exceed the current service plan and that cannot be safely met by the home care provider;

(18) the right to a coordinated transfer when there will be a change in the provider of services;

(19) the right to complain about services that are provided, or fail to be provided, and the lack of courtesy or respect to the client or the client's property;

(20) the right to know how to contact an individual associated with the home care provider who is responsible for handling problems and to have the home care provider investigate and attempt to resolve the grievance or complaint;

(21) the right to know the name and address of the state or county agency to contact for additional information or assistance; and

(22) the right to assert these rights personally, or have them asserted by the client's representative or by anyone on behalf of the client, without retaliation.

IF YOU HAVE A COMPLAINT ABOUT THE AGENCY OR PERSON PROVIDING YOUR 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 for Long-Term Care PO Box 64971
St. Paul, MN 55164-0971

Licensee Name:

Home at Heart Care, Inc.

Telephone Number:

218 776 3508

Address:

221 3rd Ave SW, Suite 3, P.O. Box 183, Clearbrook MN 56634

Name/Title of Person to Whom Problems or Complaints May be directed:

Bruce Emmel/CEO Home at Heart

STATUS CHANGE FORM

Effective Date: _____ Date: _____
 Employee Name: _____ Client: _____

Voluntary Involuntary Disqualification

If this is a resignation, please check all that apply as the reason for the resignation:

- | | | |
|-----------------------------------------------|-------------------------------------------|-------------------------------------------------------------|
| <input type="checkbox"/> Career Development | <input type="checkbox"/> Military Service | <input type="checkbox"/> Marriage, Divorce, Death in Family |
| <input type="checkbox"/> Working Conditions | <input type="checkbox"/> Commute | <input type="checkbox"/> Return to School |
| <input type="checkbox"/> Difficult Co-workers | <input type="checkbox"/> Compensation | <input type="checkbox"/> Retirement |
| <input type="checkbox"/> Personal Health | <input type="checkbox"/> # of Hours | <input type="checkbox"/> Job Security |
| <input type="checkbox"/> Relocation | <input type="checkbox"/> Maternity | <input type="checkbox"/> Job Eliminated |

Other (please explain) _____

Was a two week notice given to Home at Heart? Yes No

Is this employee transferring to another client? Yes No

If yes, to which client is this employee transferring? _____

Is Re-Employment Recommended? Yes No

Employee's Signature _____ Date _____

Supervisor's Signature _____ Date _____

TIME SHEET
[SEE ATTACHED]

Time and Activity Documentation

AGENCY NAME **Home at Heart Care** FAX **(866)810-7008 / (218)776-3507** PHONE **(866)810-9441 / (218)776-3508**
 DATES/LOCATION OF RECIPIENT STAY IN HOSPITAL/CARE FACILITY/INCARCERATION _____ PHONE NUMBER OF NEXT WEEKS _____
 ADDRESS OF THE LOCATION WHERE SERVICES WERE PROVIDED (DO NOT USE POST OFFICE BOX NUMBERS) _____ SERVICE LOCATION _____

RECIPIENT () -
 CAREGIVER () -

Dates of Service (in consecutive order)
 MM/DD/YY MM/DD/YY MM/DD/YY MM/DD/YY MM/DD/YY MM/DD/YY MM/DD/YY MM/DD/YY
Activities Sunday Monday Tuesday Wednesday Thursday Friday Saturday

- Dressing
- Grooming
- Bathing
- Eating
- Transfers
- Mobility
- Positioning
- Toileting
- Health Related
- Behavior
- IADL's** (only recipients age 18+)
- Light Housekeeping
- Laundry
- Other

Visit One

Ratio Staff to Recipient	1:1	1:2	1:3	1:1	1:2	1:3	1:1	1:2	1:3	1:1	1:2	1:3	1:1	1:2	1:3	1:1	1:2	1:3
Shared Care Location																		
Time in (circle AM/PM)		AM		AM		AM		AM		AM		AM		AM		AM		AM
Time out (circle AM/PM)		PM		PM		PM		PM		PM		PM		PM		PM		PM
Time in (circle AM/PM)		AM		AM		AM		AM		AM		AM		AM		AM		AM
Time out (circle AM/PM)		PM		PM		PM		PM		PM		PM		PM		PM		PM

Visit Two

Ratio Staff to Recipient	1:1	1:2	1:3	1:1	1:2	1:3	1:1	1:2	1:3	1:1	1:2	1:3	1:1	1:2	1:3	1:1	1:2	1:3
Shared Care Location																		
Time in (circle AM/PM)		AM		AM		AM		AM		AM		AM		AM		AM		AM
Time out (circle AM/PM)		PM		PM		PM		PM		PM		PM		PM		PM		PM
Time in (circle AM/PM)		AM		AM		AM		AM		AM		AM		AM		AM		AM
Time out (circle AM/PM)		PM		PM		PM		PM		PM		PM		PM		PM		PM

Daily Totals

Total 1:1	Total 1:2	Total 1:3	Hours worked for other agency
-----------	-----------	-----------	--------------------------------------

Weekly Total

Acknowledgement and Required Signatures If **NO** hours worked for another agency, mark the circle →

After the caregiver has documented his/her time and activity, the recipient must draw a line through any dates and times he/she did not receive services from the caregiver. Review the completed time sheet for accuracy before signing. It is a federal crime to provide false information on billings for Medical Assistance payments. Your signature verifies the time and services entered above are accurate and that the services were performed as specified in the Care Plan.

RECIPIENT NAME (FIRST, MI, LAST) _____ DATE OF BIRTH _____ CAREGIVER NAME (FIRST, MI, LAST) _____ CAREGIVER UMPI _____

RECIPIENT/RESPONSIBLE PARTY SIGNATURE

DATE

CAREGIVER SIGNATURE

DATE

Time sheets must be submitted by email, fax, mail or in person within thirty (30) days after the first original date of service to which the time sheet relates. Time Sheets received after 30 days will be held for confirmation of payment to Home at Heart Care before paycheck is issued.

Instructions for Caregiver Time and Activity Documentation

This form documents time and activity between one caregiver and one recipient, up to two visits per day. For more than two visits per day, use a separate form. For shared care, you must use a separate form for each person for whom you are providing care. Home at Heart Care classifies PCAs, Floats, Homemakers, and Housekeepers as caregivers.

Recipient Stays

Enter dates and location of recipient stays in a hospital, care facility or incarceration.

Service Location Address

Enter the physical address of the location where the caregiving services were provided for the recipient. Do not use Post Office box numbers.

Planned Service Location Phone Number for next

appointment Enter the phone number of the location where the caregiver plans to perform services for the recipient, and a caregiver phone number.

Dates of Service

Dates of service must be in consecutive order. Enter the date in mm/dd/yy format for each date you provide service. The recipient must draw a line through any dates and times services were not provided.

Activities

For each date you provided care, write your initials next to all the activities you provided. Your initials indicate you provided the service as described in the Care Plan. If you provide a service more than once in a day, initial only once. The following are general descriptions of activities of daily living and instrumental activities of daily living.

Dressing – Choosing appropriate clothing for the day, includes laying-out of clothing, actual applying and changing clothing, special appliances or wraps, transfers, mobility and positioning to complete this task.

Grooming – Personal hygiene, includes basic hair care, oral care, nail care (except recipients who are diabetic or have poor circulation), shaving hair, applying cosmetics and deodorant, care of eyeglasses, contact lenses, hearing aids.

Bathing – Starting and finishing a bath or shower, transfers, mobility, positioning, using soap, rinsing, drying, inspecting skin and applying lotion.

Eating – Getting food into the body, transfers, mobility, positioning, hand washing, applying of orthotics needed for eating, feeding, preparing meals and grocery shopping.

Transfers – Moving from one seating/reclining area or position to another.

Mobility – Moving, including assistance with ambulation, includes use of a wheelchair. Mobility does not include providing transportation for a recipient.

Positioning – Including assistance with positioning or turning a recipient for necessary care and comfort.

Toileting – Bowel/bladder elimination and care, transfers, mobility, positioning, feminine hygiene, use of toileting equipment or supplies, cleansing the perineal area and inspecting skin and adjusting clothing.

Health-related Procedures and Tasks – Health related procedures and tasks according to PCA policy. Examples include: range of motion and passive exercise, assistance with self-administered medication including bringing medication to the recipient, and assistance with opening medication under the direction of the recipient or responsible party, interventions, monitoring and observations for seizure disorders, and other activities listed on the care plan and considered within the scope of the PCA service meeting the definition of health-related procedures and tasks.

Behavior – Redirecting, intervening, observing, monitoring and documenting behavior.

IADLs (Instrumental Activities of Daily Living) – Covered service for recipients over age 18 years only, such as: meal planning and preparation, basic assistance with paying the bills, shopping for food, clothing, and other essential items, performing household tasks integral to the personal care assistance services; assisting with recipient's communication by telephone, and other media, and accompanying the recipient with traveling to medical appointments and participation in the community.

Visit One

Documentation of the first visit of the day.

Ratio of Staff to Recipient – 1:1 = One caregiver to one recipient. 1:2

= One caregiver to two recipients (shared services).

1:3 = One caregiver to three recipients (shared services).

Circle the appropriate ratio of Staff to recipients for this visit.

Shared Services Location – (Required for shared services only) Write a brief description of the location where you provided the shared services, examples include school, work, store and home.

Time in – Enter time in hours and minutes that you started providing care and circle AM or PM.

Time out – Enter time in hours and minutes that you stopped providing care and circle AM or PM.

Visit Two

This is documentation for the second and third visit of the day. Follow instructions for Visit One above.

For more visits

Use a separate Time and Activity Documentation form.

Daily Totals

Add the total time for that day that the caregiver was with the recipient for the care documented above.

Weekly Total

Add the time for all visits on this entire time sheet and enter the total in the appropriate ratio box.

Hours worked for other agency

Enter the number of hours worked during the week for other caregiving agencies. If there were none, mark the circle.

Acknowledgement and Required Signatures

Recipient/responsible party prints the recipient's first name, middle initial, last name, and birth date (for identifying purposes).

Recipient/responsible party signs and dates form. The caregiver prints his/her first name, middle initial, last name, individual Unique Minnesota Provider Identifier (UMPI) (for identifying purposes). The caregiver then signs and dates form.

Caregiver Travel Documentation

Home at Heart Care
Trust.Hospitality.Compassion.Responsibility

Fax Number: 866-810-7008
Phone Number: 866-810-9441

Dates of Service	Travel Type		1. First Client Name	1. First Client Odometer Reading	Total Daily Time (Start 8:00 am - End 6:00 pm)	Caregiver Hours (Ex. 8.5)	Travel Hours (Ex. 1.5)
	PCA	HMK	2. Last Client Name	2. Last Client Odometer Reading			
Sunday / /	<input type="checkbox"/>	<input type="checkbox"/>	(Jane Doe)	(xxx,xxx)			
			1.	1.	Start Time:		
			2.	2.	End Time:		
Monday / /			1.	1.	Start Time:		
			2.	2.	End Time:		
Tuesday / /			1.	1.	Start Time:		
			2.	2.	End Time:		
Wednesday / /			1.	1.	Start Time:		
			2.	2.	End Time:		
Thursday / /			1.	1.	Start Time:		
			2.	2.	End Time:		
Friday / /			1.	1.	Start Time:		
			2.	2.	End Time:		
Saturday / /			1.	1.	Start Time:		
			2.	2.	End Time:		
Time Totals:						Caregiver	Travel

Printed Name: _____ Signature: _____ Date: _____

ALL CLAIMS FOR TRAVEL REIMBURSEMENT MUST BE SUBMITTED WITH CORESPONDING TIMESHEETS.

TRAVEL TIME POLICY

PCAs and Homemakers who are authorized by Home at Heart to provide care for more than one recipient in a day will be compensated (at the employee’s regular hourly rate of pay) for travel time between clients using the above Caregiver Travel Documentation form ((but not for time spent travelling to the first client of the day, or home from the last client of the day). Travel time must be authorized in writing by the RN or Coordinator.

Because Caregiver travel time is paid in conjunction with Caregiver time, both the Caregiver Travel Documentation form and the Time and Activity Documentation must be submitted together. Travel time must be included on the weekly time sheet for the week in which the travel occurred.

1. When the Caregiver arrives at their first client, the Caregiver should record the start time of the first client for the day along with their odometer mileage. **Note:** mileage is to be recorded for travel verification purposes but *not* for reimbursement purposes; as indicated above, effective January 1, 2016, Home at Heart Care does not pay mileage for driving to, between or from clients, or running errands for clients.
2. After completing the last client care, record your end time from your time sheet on the Caregiver Travel Documentation form along with your mileage.
3. Record from your Time and Activity Documentation total Caregiver time. Subtract your Caregiver Hours from the total work day time, to determine Travel Time.

4. Only the shortest possible route between clients is payable.
5. Caregivers are allowed to take an unpaid ½ hour break between clients each day.
6. All travel time is subject to physical or MapQuest audits.

ATTACHMENT TO
HOME AT HEART CARE, INC.
MALTREATMENT OF VULNERABLE ADULTS REPORTING POLICY

- Minnesota encourages good faith reporting of suspected maltreatment of vulnerable adults by any person. If you make a report, your identity is confidential and cannot be released without a court order.

Reports are reviewed to see if immediate protective services are needed. Reports of an alleged crime are referred to law enforcement. All reports of suspected maltreatment are also referred to a lead investigative agency, which may be the county or the state departments of Health or Human Services.

Report suspected maltreatment of a vulnerable adult to the Minnesota Adult Abuse Reporting Center at 844-880-1574 which is open 24 hours a day, seven days a week.

**ATTACHMENT TO
HOME AT HEART CARE, INC.
MALTREATMENT OF VULNERABLE ADULTS REPORTING POLICY**

DEFINITIONS

SECTION 626.5572 DEFINITIONS.

Subdivision 1. Scope.

For the purpose of section 626.557, the following terms have the meanings given them, unless otherwise specified.

Subd. 2. Abuse.

"Abuse" means:

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

- (1) assault in the first through fifth degrees as defined in sections 609.221 to 609.224;
- (2) the use of drugs to injure or facilitate crime as defined in section 609.235;
- (3) the solicitation, inducement, and promotion of prostitution as defined in section 609.322; and
- (4) criminal sexual conduct in the first through fifth degrees as defined in sections 609.342 to 609.3451.

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

(b) 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:

- (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult;
- (2) 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;
- (3) 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

(4) use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not authorized under section 245.825.

(c) Any sexual contact or penetration as defined in section 609.341, between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility.

(d) 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.

(e) 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 under sections 144.651, 144A.44, chapter 145B, 145C or 252A, or section 253B.03 or 524.5-313, 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:

(1) 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

(2) a caregiver to offer or provide or refuse to offer or provide therapeutic conduct.

(f) 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.

(g) 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:

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

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

Subd. 3. Accident.

"Accident" means a sudden, unforeseen, and unexpected occurrence or event which:

(1) is not likely to occur and which could not have been prevented by exercise of due care; and

(2) if occurring while a vulnerable adult is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence or event.

Subd. 4 Caregiver

"Caregiver" means an individual or facility who has responsibility for the care of a vulnerable adult as a result of a family relationship, or who has assumed responsibility for all or a portion of the care of a vulnerable adult voluntarily, by contract, or by agreement.

Subd. 5. Common entry point.

"Common entry point" means the entity designated by each county responsible for receiving reports under section 626.557.

Subd. 6. Facility.

(a) "Facility" means a hospital or other entity required to be licensed under sections 144.50 to 144.58; a nursing home required to be licensed to serve adults under section 144A.02; a residential or nonresidential facility required to be licensed to serve adults under sections 245A.01 to 245A.16; a home care provider licensed or required to be licensed under section 144A.46; a hospice provider licensed under sections 144A.75 to 144A.755; or a person or organization that exclusively offers, provides, or arranges for personal care assistance services under the medical assistance program as authorized under sections 256B.04, subdivision 16, 256B.0625, subdivision 19a, 256B.0651 to 256B.0656, and 256B.0659.

(b) For home care providers and personal care attendants, the term "facility" refers to the provider or person or organization that exclusively offers, provides, or arranges for personal care services, and does not refer to the client's home or other location at which services are rendered.

Subd. 7. False.

"False" means a preponderance of the evidence shows that an act that meets the definition of maltreatment did not occur.

Subd. 8. Final disposition.

"Final disposition" is the determination of an investigation by a lead investigative agency that a report of maltreatment under Laws 1995, chapter 229, is substantiated, inconclusive, false, or that no determination will be made. When a lead investigative agency determination has substantiated maltreatment, the final disposition also identifies, if known, which individual or individuals were responsible for the substantiated maltreatment, and whether a facility was responsible for the substantiated maltreatment.

Subd. 9. Financial exploitation.

"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 under section 144.6501, a person:

(1) 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

(2) 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.

(b) In the absence of legal authority a person:

(1) willfully uses, withholds, or disposes of funds or property of a vulnerable adult;

(2) 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;

(3) 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

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

(c) 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.

Subd. 10. 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.

Subd. 11. Inconclusive.

"Inconclusive" means there is less than a preponderance of evidence to show that maltreatment did or did not occur.

Subd. 12. Initial disposition.

"Initial disposition" is the lead investigative agency's determination of whether the report will be assigned for further investigation.

Subd. 13. Lead investigative agency.

"Lead investigative agency" is the primary administrative agency responsible for investigating reports made under section 626.557.

(a) The Department of Health is the lead investigative agency for facilities or services licensed or required to be licensed as hospitals, home care providers, nursing homes, boarding care homes, hospice providers, residential facilities that are also federally certified as intermediate care facilities that serve people with developmental disabilities, or any other facility or service not listed in this subdivision that is licensed or required to be licensed by the Department of Health for the care of vulnerable adults. "Home care provider" has the meaning provided in section 144A.43, subdivision 4, and applies when care or services are delivered in the vulnerable adult's home, whether a private home or a housing with services establishment registered under chapter 144D, including those that offer assisted living services under chapter 144G.

(b) The Department of Human Services is the lead investigative agency for facilities or services licensed or required to be licensed as adult day care, adult foster care, community residential settings, programs for people with disabilities, family adult day services, mental health programs, mental health clinics, chemical dependency programs, the Minnesota sex offender program, or any other facility or service not listed in this subdivision that is licensed or required to be licensed by the Department of Human Services.

(c) The county social service agency or its designee is the lead investigative agency for all other reports, including, but not limited to, reports involving vulnerable adults receiving services from a personal care provider organization under section 256B.0659.

Subd. 14. Legal authority.

"Legal authority" includes, but is not limited to:

- (1) a fiduciary obligation recognized elsewhere in law, including pertinent regulations;
- (2) a contractual obligation; or
- (3) documented consent by a competent person.

Subd. 15. Maltreatment.

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

Subd. 16. Mandated reporter.

"Mandated reporter" means a professional or professional's delegate while engaged in:

- (1) social services;
- (2) law enforcement;
- (3) education;
- (4) the care of vulnerable adults;

- (5) any of the occupations referred to in section 214.01, subdivision 2;
- (6) an employee of a rehabilitation facility certified by the commissioner of jobs and training for vocational rehabilitation;
- (7) an employee or person providing services in a facility as defined in subdivision 6; or
- (8) a person that performs the duties of the medical examiner or coroner.

Subd. 17. Neglect.

"Neglect" means:

(a) 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:

- (1) 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
- (2) which is not the result of an accident or therapeutic conduct.

(b) 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.

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

(1) the vulnerable adult or a person with authority to make health care decisions for the vulnerable adult under sections 144.651, 144A.44, chapter 145B, 145C, or 252A, or sections 253B.03 or 524.5-101 to 524.5-502, 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

(2) 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;

(3) 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

(4) 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

(5) 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;

(iv) if in a facility, the error is immediately reported as required under section 626.557, and recorded internally in the facility;

(v) if in a facility, the facility identifies and takes corrective action and implements measures designed to reduce the risk of further occurrence of this error and similar errors; and

(vi) if in a facility, the actions required under items (iv) and (v) are sufficiently documented for review and evaluation by the facility and any applicable licensing, certification, and ombudsman agency.

(d) Nothing in this definition requires a caregiver, if regulated, to provide services in excess of those required by the caregiver's license, certification, registration, or other regulation.

(e) If the findings of an investigation by a lead investigative agency result in a determination of substantiated maltreatment for the sole reason that the actions required of a facility under paragraph (c), clause (5), item (iv), (v), or (vi), were not taken, then the facility is subject to a correction order. An individual will not be found to have neglected or maltreated the vulnerable

adult based solely on the facility's not having taken the actions required under paragraph (c), clause (5), item (iv), (v), or (vi). This must not alter the lead investigative agency's determination of mitigating factors under section 626.557, subdivision 9c, paragraph (c).

Subd. 18. Report.

"Report" means a statement concerning all the circumstances surrounding the alleged or suspected maltreatment, as defined in this section, of a vulnerable adult which are known to the reporter at the time the statement is made.

Subd. 19. Substantiated.

"Substantiated" means a preponderance of the evidence shows that an act that meets the definition of maltreatment occurred.

Subd. 20. Therapeutic conduct.

"Therapeutic conduct" means the provision of program services, health care, or other personal care services done in good faith in the interests of the vulnerable adult by: (1) an individual, facility, or employee or person providing services in a facility under the rights, privileges and responsibilities conferred by state license, certification, or registration; or (2) a caregiver.

Subd. 21. Vulnerable adult.

(a) "Vulnerable adult" means any person 18 years of age or older who:

(1) is a resident or inpatient of a facility;

(2) receives services at or from a facility required to be licensed to serve adults under sections 245A.01 to 245A.15, except that a person receiving outpatient services for treatment of chemical dependency or mental illness, or one who is served in the Minnesota sex offender program on a court-hold order for commitment, or is committed as a sexual psychopathic personality or as a sexually dangerous person under chapter 253B, is not considered a vulnerable adult unless the person meets the requirements of clause (4);

(3) receives services from a home care provider required to be licensed under section 144A.46; or from a person or organization that exclusively offers, provides, or arranges for personal care assistance services under the medical assistance program as authorized under sections 256B.04, subdivision 16, 256B.0625, subdivision 19a, 256B.0651, 256B.0653 to 256B.0656, and 256B.0659; or

(4) regardless of residence or whether any type of service is received, possesses a physical or mental infirmity or other physical, mental, or emotional dysfunction:

(i) that impairs the individual's ability to provide adequately for the individual's own care without assistance, including the provision of food, shelter, clothing, health care, or supervision; and

(ii) because of the dysfunction or infirmity and the need for care or services, the individual has an impaired ability to protect the individual's self from maltreatment.

(b) For purposes of this subdivision, "care or services" means care or services for the health, safety, welfare, or maintenance of an individual.

**ATTACHMENT TO
HOME AT HEART CARE, INC.
MALTREATMENT OF MINORS MANDATED REPORTING POLICY**

LOCAL COUNTY SOCIAL SERVICES AGENCIES AND LOCAL LAW ENFORCEMENT

<u>County</u>	<u>Social Services Agency / Law Enforcement</u>	<u>Telephone Number</u>
Becker County	Day: Becker County Human Services Evening/Wknd: Beltrami County First Link	Day: 218-847-5628 Evening/Wknd: 701- 235-3620
Beltrami County	Day: Beltrami County Social Services Evening/Wknd: Beltrami County Law Enforcement	Day: 218-333-4140 Evening/Wknd: 218-751-9111
Cass County	Day: Cass County Health & Human Services Evening/Wknd: Cass County Law Enforcement	Day: 218-547-1340 Evening/Wknd: 218-547-1424
Clearwater County	Day: Clearwater County Human Services Evening/Wknd: Clearwater County Sheriff's Department	Day: 218-694-6164 Evening/Wknd: 218-694-6226
Hubbard County	Day: Hubbard County Social Services Evening/Wknd: Hubbard County Law Enforcement	Day: 218-732-1451 Evening/Wknd: 218-732-3331
Lake of the Woods County	Day: Lake of the Woods County Social Services Evening/Wknd: Lake of the Woods County Law Enforcement	Day: 218-634-2642 Evening/Wknd: 218-634-1143
Mahnomen County	Day: Mahnomen County Social Services Evening/Wknd: Mahnomen County Sheriff's Department	Day: 218-935-2568 Evening/Wknd: 218-935-2255

Marshall County	Day: Marshall County Social Services Evening/Wknd: Marshall County Social Services	Day: 218- 745-5124 Evening/Wknd: 218- 745-5411
Norman County	Day: Norman County Social Services Evening/Wknd: Norman County Sheriff's Department	Day: 218-784-5400 Evening/Wknd: 218-784-7114
Pennington County	Day: Pennington County Social Services Evening/Wknd: Pennington County Sheriff's Department	Day: 218-681-2880 Evening/Wknd: 218-681-6161
Polk County	Day: Polk County Social Services Evening/Wknd: Polk County Law Enforcement	Day: 218-281-3127 Evening/Wknd: 218-281-0431
Red Lake County	Day: Red Lake County Social Services Evening/Wknd: Red Lake County Sheriff's Department	Day: 218-253-4131 Evening/Wknd: 218-253-2996
Roseau County	Day: Roseau County Social Services Evening/Wknd: Roseau County Law Enforcement Center	Day: 218-463-2411 Evening/Wknd: 218-463-1421 Law Enforcement

Home at Heart provides some services to recipients outside of the 13 counties mentioned above. Employees should contact their immediate supervisor, or their local County Sheriff's office if they are unsure of the appropriate county social services agency or law enforcement agency for making a report or if they are unsure whether an incident should be reported as maltreatment.

**ATTACHMENT TO
HOME AT HEART CARE, INC.
MALTREATMENT OF MINORS MANDATED REPORTING POLICY**

DEFINITIONS

Section 626.556

Subd. 2. **Definitions.** As used in this section, the following terms have the meanings given them unless the specific content indicates otherwise:

(a) "Family assessment" means a comprehensive assessment of child safety, risk of subsequent child maltreatment, and family strengths and needs that is applied to a child maltreatment report that does not allege substantial child endangerment. Family assessment does not include a determination as to whether child maltreatment occurred but does determine the need for services to address the safety of family members and the risk of subsequent maltreatment.

(b) "Investigation" means fact gathering related to the current safety of a child and the risk of subsequent maltreatment that determines whether child maltreatment occurred and whether child protective services are needed. An investigation must be used when reports involve substantial child endangerment, and for reports of maltreatment in facilities required to be licensed under chapter 245A or 245B; under sections 144.50 to 144.58 and 241.021; in a school as defined in sections 120A.05, subdivisions 9, 11, and 13, and 124D.10; or in a nonlicensed personal care provider association as defined in sections 256B.04, subdivision 16, and 256B.0625, subdivision 19a.

(c) "Substantial child endangerment" means a person responsible for a child's care, and in the case of sexual abuse includes a person who has a significant relationship to the child as defined in section 609.341, or a person in a position of authority as defined in section 609.341, who 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 as defined in section 260C.007, subdivision 14;
- (2) sexual abuse as defined in paragraph (d);
- (3) abandonment under section 260C.301, subdivision 2;
- (4) neglect as defined in paragraph (f), 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;
- (5) murder in the first, second, or third degree under section 609.185, 609.19, or 609.195;

- (6) manslaughter in the first or second degree under section 609.20 or 609.205;
- (7) assault in the first, second, or third degree under section 609.221, 609.222, or 609.223 ;
- (8) solicitation, inducement, and promotion of prostitution under section 609.322;
- (9) criminal sexual conduct under sections 609.342 to 609.3451;
- (10) solicitation of children to engage in sexual conduct under section 609.352;
- (11) malicious punishment or neglect or endangerment of a child under section 609.377 or 609.378;
- (12) use of a minor in sexual performance under section 617.246; or
- (13) parental behavior, status, or condition which mandates that the county attorney a termination of parental rights petition under section 260C.301, subdivision 3, paragraph (a).

(d) "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, as defined in section 609.341, or by a person in a position of authority, as defined in section 609.341, subdivision 10, to any act which constitutes a violation of section 609.342 (criminal sexual conduct in the first degree), 609.343 (criminal sexual conduct in the second degree), (criminal sexual conduct in the third degree), 609.345 (criminal sexual conduct in the fourth degree), or 609.3451 (criminal sexual conduct in the fifth degree). Sexual abuse also includes any act which involves a minor which constitutes a violation of prostitution offenses under sections 609.321 to 609.324 or 617.246. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation which 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).

(e) "Person responsible for the child's care" means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employees or agents, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.

(f) "Neglect" means the commission or omission of any of the acts specified under clauses (1) to (9), 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) nothing in this section 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; except that a parent, guardian, or caretaker, or a person mandated to report pursuant to subdivision 3, has a duty to report if a lack of medical care may cause serious danger to the child's health. This section 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;

(6) 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;

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

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

(9) emotional harm from a pattern of behavior which 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.

(g) "Physical abuse" means any physical injury, mental injury, or threatened injury, 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 121A.67 or 245.825. Abuse does not include reasonable and moderate physical discipline of a child administered by a parent or legal guardian which 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. Actions which are not reasonable and moderate include, but are not limited to, any of the following that are done in anger or without regard to the safety of the child:

- (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 which 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) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances which were not prescribed for the child by a practitioner, in order to control or punish the child; or other substances that substantially affect the child's behavior, motor coordination, or judgment or that results in sickness or internal injury, or subjects the child to medical procedures that would be unnecessary if the child were not exposed to the substances;
- (9) unreasonable physical confinement or restraint not permitted under section 609.379 , including but not limited to tying, caging, or chaining; or
- (10) 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.

(h) "Report" means any report received by the local welfare agency, police department, county sheriff, or agency responsible for assessing or investigating maltreatment pursuant to this section.

(i) "Facility" means:

- (1) a licensed or unlicensed day care facility, residential facility, agency, hospital, sanitarium, or other facility or institution required to be licensed under sections 144.50 to 144.58, 241.021, or 245A.01 to 245A.16, or chapter 245D;
- (2) a school as defined in sections 120A.05, subdivisions 9, 11, and 13; and 124D.10 ; or
- (3) a nonlicensed personal care provider organization as defined in sections 256B.04, subdivision 16, and 256B.0625, subdivision 19a.

(j) "Operator" means an operator or agency as defined in section 245A.02.

(k) "Commissioner" means the commissioner of human services.

(l) "Practice of social services," for the purposes of subdivision 3, includes but is not limited to employee assistance counseling and the provision of guardian ad litem and parenting time expeditor services.

(m) "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.

(n) "Threatened injury" means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child's care, as defined in paragraph (e), clause (1), who has:

(1) subjected a child to, or failed to protect a child from, an overt act or condition that constitutes egregious harm, as defined in section 260C.007, subdivision 14, or a similar law of another jurisdiction;

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

(3) committed an act that has 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 has 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. A child is the subject of a report of threatened injury when the responsible social services agency receives birth match data under paragraph (o) from the Department of Human Services.

(o) Upon receiving data under section 144.225, subdivision 2b, contained in a birth record or recognition of parentage identifying a child who is subject to threatened injury under paragraph (n), the Department of Human Services shall send the data to the responsible social services agency. The data is known as "birth match" data. Unless the responsible social services agency has already begun an investigation or assessment of the report due to the birth of the child or execution of the recognition of parentage and the parent's previous history with child protection, the agency shall accept the birth match data as a report under this section. The agency may use either a family assessment or investigation to determine whether the child is safe. All of the provisions of this section apply. If the child is determined to be safe, the agency shall consult with the county attorney to determine the appropriateness of filing a petition alleging the child is in need of protection or services under section 260C.007, subdivision 6, clause (16), in order to deliver needed services. If the child is determined not to be safe, the agency and the county attorney shall take appropriate action as required under section 260C.301, subdivision 3.

(p) Persons who conduct assessments or investigations under this section shall take into account accepted child-rearing practices of the culture in which a child participates and

accepted teacher discipline practices, which are not injurious to the child's health, welfare, and safety.

(q) "Accidental" means a sudden, not reasonably foreseeable, and unexpected occurrence or event which:

- (1) is not likely to occur and could not have been prevented by exercise of due care; and
- (2) if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence or event.

(r) "Nonmaltreatment mistake" means:

- (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under Minnesota Rules, part 9503.0045;
- (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years;
- (3) the individual has not been determined to have committed a similar nonmaltreatment mistake under this paragraph for at least four years;
- (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and
- (5) except for the period when the incident occurred, the facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident. This definition only applies to child care centers licensed under Minnesota Rules, chapter 9503. If clauses (1) to (5) apply, rather than making a determination of substantiated maltreatment by the individual, the commissioner of human services shall determine that a nonmaltreatment mistake was made by the individual.

**HOME AT HEART CARE, INC.
FAMILY AND MEDICAL LEAVE ACT POLICY**

HOME AT HEART CARE, INC., a Minnesota corporation (“Company”) is committed to complying with the Family and Medical Leave Act (“FMLA”). Company posts the mandatory FMLA Notice on employee rights and responsibilities under the FMLA at Company’s main office and upon hire provides new employees with notices required by the U.S. Department of Labor (“DOL”), including without limitation a copy of this Policy (“Policy”).

The purpose of this Policy is to identify the eligibility and leave requirements under the FMLA.

A. GENERAL PROVISIONS

Under this Policy, Company will grant up to twelve (12) weeks (or up to twenty-six (26) weeks of military caregiver leave to care for a covered servicemember with a serious injury or illness) during a 12-month period to eligible employees. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this Policy.

B. ELIGIBILITY

To qualify to take family or medical leave under this Policy, the employee must meet all of the following conditions:

- 1) The employee must have worked for Company for twelve (12) months or fifty-two (52) weeks. The twelve (12) months or fifty-two (52) weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven (7) years. Separate periods of employment will be counted if the break in service exceeds seven (7) years due to National Guard or Reserve military service obligations or when there is a written agreement, including a collective bargaining agreement, stating Company’s intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.
- 2) The employee must have worked at least one thousand two hundred fifty (1,250) hours during the 12-month period immediately before the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (“FLSA”) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave will not be counted in determining the one thousand two hundred fifty (1,250) hours eligibility test for an employee under FMLA.
- 3) The employee must work at a location where fifty (50) or more employees are employed by Company within seventy-five (75) miles of that location. The distance is to be calculated by using available transportation by the most direct route.

C. TYPE OF LEAVE COVERED

To qualify as FMLA leave under this Policy, the employee must be taking leave for one of the reasons listed below:

- 1) The birth of a child and in order to care for that child.
- 2) The placement of a child for adoption or foster care and to care for the newly placed child.
- 3) To care for a spouse, child or parent with a serious health condition (described below).
- 4) The serious health condition of the employee, as follows:
 - (a) An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position.
 - (b) A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider.
 - (c) This Policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three (3) consecutive days of incapacity with the first visit to the health care provider within seven (7) days of the onset of the incapacity and a second visit within thirty (30) days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least two (2) times per year.
 - (d) If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this Policy, Company may designate all or some portion of related leave taken as leave under this Policy, to the extent that the earlier leave meets the necessary qualifications.
- 5) Qualifying exigency leave for employees with one or more family members who are members of the National Guard or Reserves or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty. An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to twelve (12) weeks of leave for reasons related to or affected by the family member's call-up or service.
 - (a) The qualifying exigency must be one of the following:
 - (i) short-notice deployment,

- (ii) military events and activities,
- (iii) child care and school activities,
- (iv) financial and legal arrangements,
- (v) counseling,
- (vi) rest and recuperation (limited to fifteen (15) calendar days beginning on the date the military member commences each instance of rest and recuperation leave),
- (vii) post-deployment activities,
- (viii) parental care, and
- (ix) additional activities that arise out of active duty, provided that Company and employee agree, including agreement on timing and duration of the leave.

(b) The following definitions and provisions shall apply with respect to this Policy:

(i) “Covered active duty” means: (1) For members of a regular component of the Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country; (2) for members of *reserve* components of the Armed Forces (members of the U.S. National Guard and Reserves), duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation as defined in section 101(a)(13)(B) of Title 10 of the United States Code.

(ii) Qualifying exigency leave may commence as soon as the applicable individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave, except that the person does not have to be a minor.) This type of leave is counted toward the employee’s 12-week maximum of FMLA leave in a 12-month period.

6) Military caregiver leave (also known as “covered servicemember leave”) to care for an injured or ill servicemember or veteran. An employee whose son, daughter, parent or next of kin is a covered servicemember may take up to twenty-six (26) weeks in a single 12-month period to care for that servicemember (as described below).

(a) Eligible employees are entitled to FMLA leave to care for a current member of the Armed Forces, including a member of the National Guard or Reserves, or a member of the Armed Forces, the National Guard or Reserves who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list. Eligible employees may not take leave under this provision to care for former members of the Armed Forces, former members of the National Guard and Reserves, and members on the permanent disability retired list.

(b) In order to care for a covered servicemember, an eligible employee must be the spouse, son, daughter, or parent, or next of kin of a covered servicemember.

(c) The following definitions and provisions shall apply with respect to covered servicemember leave:

(i) A “son or daughter of a covered servicemember” means the covered servicemember’s biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood *in loco parentis*, and who is of any age.

(ii) A “parent of a covered servicemember” means a covered servicemember’s biological, adoptive, step or foster father or mother, or any other individual who stood *in loco parentis* to the covered servicemember. This term does not include parents “in law.”

(iii) Under the FMLA, a “spouse” has the meaning under 29 CFR §§ 825.102 and 825.122(b).

(iv) The “next of kin of a covered servicemember” is the nearest blood relative, other than the covered servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember’s next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember’s only next of kin. For example, if a covered servicemember has three siblings and has not designated a blood relative to provide care, all three siblings would be considered the covered servicemember’s next of kin. Alternatively, where a covered servicemember has a sibling(s) and designates a cousin as his or her next of kin for FMLA purposes, then only the designated cousin is eligible as the covered servicemember’s next of kin. Company may require an employee to provide confirmation of covered family relationship to the covered servicemember pursuant to 29 CFR § 825.122(j).

(v) The term “covered servicemember” means: (1) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or (2) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

(vi) The term “serious injury or illness means: (1) in the case of a member of the Armed Forces (including a member of the National Guard or Reserves), an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating; and (2) in the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered servicemember, means a qualifying (as defined by the Secretary of Labor) injury or illness incurred by a covered servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank or rating.

(vii) Outpatient status, with respect to a covered servicemember, means the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

D. AMOUNT OF LEAVE

An eligible employee can take up to twelve (12) weeks for the FMLA circumstances within Section C(1) through Section C(5) above under this Policy during any 12-month period. Company will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this Policy. Each time an employee takes leave, Company will compute the amount of leave the employee has taken under this Policy in the last twelve (12) months and subtract it from the twelve (12) weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

An eligible employee can take up to twenty-six (26) weeks for the FMLA circumstance within Section C(6) above (military caregiver leave) during a single 12-month period. For military caregiver leave, Company will measure the 12-month period measured forward from the first date any military caregiver leave is taken. FMLA leave taken for other FMLA circumstances will be deducted from the total of twenty-six (26) weeks available.

If a married couple both work for Company and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent “in-law”) with a serious health condition, the two employees may only take a combined total of twelve (12) weeks of leave. If a married couple both work for Company and each wishes to take leave to care for a covered injured or ill servicemember, the married couple may only take a combined total of twenty-six (26) weeks of leave.

E. EMPLOYEE STATUS AND BENEFITS DURING LEAVE

While an employee is on leave, Company will continue the employee’s health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work (subject to receipt of the payments set forth below).

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, Company may, at Company's discretion, require the employee to reimburse Company the amount Company paid for the employee's health insurance premium during the leave period.

If the employee pays a portion of the health care premium, while on paid leave, Company will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in Company's main office by the first day of each month. If the payment is more than thirty (30) days late, the employee's health care coverage may be dropped for the duration of the leave. Company will provide fifteen (15) days' notice prior to the employee's loss of coverage.

If the employee contributes to a life insurance or disability plan, Company will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay his or her portion of the premiums. If the employee does not continue these payments, Company may discontinue coverage during the leave (at Company's sole and absolute discretion). If Company maintains coverage, Company may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

F. EMPLOYEE STATUS AFTER LEAVE

An employee who takes leave under this Policy may be asked to provide a fitness for duty ("FFD") clearance from the health care provider. This requirement will be included in Company's response to employee's FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one which is virtually identical in terms of pay, benefits and working conditions; however, the employee may not necessarily provide services to the same client(s) as prior to taking the leave. Company may choose to exempt certain key employees from this requirement and not return them to the same or similar position.

G. USE OF PAID AND UNPAID LEAVE

An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all accrued and unused paid time off (PTO), paid vacation, personal or sick leave (to the extent applicable) prior to being eligible for unpaid leave.

Disability leave for the birth of the child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA. An employee who is taking leave for the adoption or foster care of a child must use all paid time off (PTO), paid vacation, personal or sick leave (to the extent applicable) prior to being eligible for unpaid leave.

An employee who is using military FMLA leave for a qualifying exigency must use all paid time off (PTO), paid vacation, personal or sick leave (to the extent applicable) prior to being eligible

for unpaid leave. An employee using FMLA military caregiver leave must also use all paid time off (PTO), paid vacation, personal or sick leave (to the extent applicable) (as long as the reason for the absence is covered by Company's sick leave policy, if any) prior to being eligible for unpaid leave.

H. INTERMITTENT LEAVE OR A REDUCED WORK SCHEDULE

An eligible employee may take FMLA leave in twelve (12) consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of twelve (12) workweeks (or twenty-six (26) workweeks to care for an injured or ill servicemember over a 12-month period).

Company may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances of when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

For the birth, adoption or foster care of a child, Company and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken within one (1) year of the birth or placement of the child.

If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with Company before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary.

I. CERTIFICATION FOR THE EMPLOYEE'S SERIOUS HEALTH CONDITION

Company requires certification for the employee's serious health condition. The employee must respond to such a request within fifteen (15) days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Employee's Serious Health Condition (<https://www.dol.gov/whd/forms/WH-380-E.pdf>).

Company may directly contact the employee's health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official. Company will not use the employee's direct supervisor for this contact. Before Company makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, Company will obtain the employee's permission for clarification of individually identifiable health information.

Company has the right to ask for a second opinion if it has reason to doubt the certification. Company will pay for the employee to get a certification from a second doctor, which Company will select. Company may deny FMLA leave to an employee who refuses to release relevant

medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, Company requires the opinion of a third doctor. Company and the employee will mutually select the third doctor, and Company will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits hereunder pending the second and/or third opinion.

J. CERTIFICATION FOR THE FAMILY MEMBER'S SERIOUS HEALTH CONDITION

Company requires certification for the family member's serious health condition. The employee must respond to such a request within fifteen (15) days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Family Member's Serious Health Condition (<https://www.dol.gov/whd/forms/WH-380-E.pdf>).

Company may directly contact the employee's family member's health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official. Company will not use the employee's direct supervisor for this contact. Before Company makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, Company will obtain the employee's family member's permission for clarification of individually identifiable health information.

Company has the right to ask for a second opinion if it has reason to doubt the certification. Company will pay for the employee's family member to get a certification from a second doctor, which Company will select. Company may deny FMLA leave to an employee whose family member refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, Company requires the opinion of a third doctor. Company and the employee will mutually select the third doctor, and Company will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

K. CERTIFICATION OF QUALIFYING EXIGENCY FOR MILITARY FAMILY LEAVE

Company requires certification of the qualifying exigency for military family leave. The employee must respond to such a request within fifteen (15) days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave (<https://www.dol.gov/whd/forms/WH-384.pdf>).

L. CERTIFICATION FOR SERIOUS INJURY OR ILLNESS OF COVERED SERVICEMEMBER FOR MILITARY FAMILY LEAVE

Company requires certification for the serious injury or illness of the covered servicemember. The employee must respond to such a request within fifteen (15) days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification

for Serious Injury or Illness of Covered Servicemember (<https://www.dol.gov/whd/forms/WH-385.pdf>).

M. RECERTIFICATION

Company may request recertification for the serious health condition of the employee or the employee's family member no more frequently than every thirty (30) days and only when circumstances have changed significantly, or if Company receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, Company may request recertification for the serious health condition of the employee or the employee's family member every six (6) months in connection with an FMLA absence. Company may provide the employee's health care provider with the employee's attendance records and ask whether need for leave is consistent with the employee's serious health condition.

N. PROCEDURE FOR REQUESTING FMLA LEAVE

All employees requesting FMLA leave must provide verbal or written notice of the need for the leave to the Human Resources Director. Within five (5) business days after the employee has provided this notice, the Human Resources Director will complete and provide the employee with the DOL Notice of Eligibility and Rights & Responsibilities (<https://www.dol.gov/whd/forms/WH-381.pdf>).

When the need for the leave is foreseeable, the employee must provide Company with at least thirty (30) days' notice, to be given to the Human Resources Director. When an employee becomes aware of a need for FMLA leave less than thirty (30) days in advance, the employee must provide notice of the need for the leave to the Human Resources Director either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with Company's usual and customary notice and procedural requirements for requesting paid time off, absent unusual circumstances.

O. DESIGNATION OF FMLA LEAVE

Within five (5) business days after the employee has submitted the appropriate certification form, the Human Resources Director will complete and provide the employee with a written response to the employee's request for FMLA leave using the DOL Designation Notice (<https://www.dol.gov/whd/forms/WH-382.pdf>).

P. INTENT TO RETURN TO WORK FROM FMLA LEAVE

On a basis that does not discriminate against employees on FMLA leave, Company may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

Q. FAILURE TO RETURN FROM LEAVE

An employee who fails to return from leave on an agreed upon return date without communication that further FMLA leave is necessary, will be presumed to have terminated such employee's employment.

**HOME AT HEART CARE, INC.
245D ORIENTATION & TRAINING**

HOME AT HEART CARE, INC.



245D ORIENTATION & TRAINING

Homemaker

Client

Supervisor

Date/Time

Homemaker Initials

12 hrs Trng
Required
within 60
days, and
every
calendar year
by March
31st.

BACKGROUND CLEARED
DATE

PCAD/NETTING
(2HR/5)
COMPLETION
DATE

ORIENTATION (2 HR)
TRAINING
DATE

245D EMPLOYEE
MANUAL (the)
ACKNOWLEDGEMENT
DATE

245D FIRST DAY
UNSUPERVISED

OTHER TRAINING

OTHER TRAINING

245D TRAINING
ASSIGNED

DATE	HOURS							

ORIENTATION CHECKLIST Beginning Trng Mileage _____ Ending Trng Mileage _____ Total Mileage _____ Mileage approved _____

Orientation to program requirements in sections 245D.09 subd. 4 and 4a & 245D.06, subd. 10 (4)
Maltreatment reporting for children and vulnerable adults, and staff responsibilities related to protecting persons from maltreatment and reporting maltreatment. This orientation must be provided within 72 hours of first providing direct contact services. <i>Page 35</i>
New Hire Paperwork, 19, W4, Travel Pay and Time Sheets <i>Page 9</i>
Basic first aid
Client Abuse and Prevention plan laws policies <i>Reference H@HC Form</i>
Job description & specific job function as required under section [245D.09, subd. 03] <i>Page 52</i>
Special skills and training related to job functions as required under section [245D.09, subd. 3] <i>Page 10</i>
Responding to & reporting incidents as required under section [245D.06, subd. 1] <i>Page 26</i>
Following safety practices established by the license holder and as required in section [245D.06, subd. 2] <i>Page 23</i>
Current policies and procedures, including their location and access, and staff responsibilities related to implementation of those policies and procedures:
Drug and alcohol prohibition <i>Page 40</i>
Emergency use of manual restraint <i>Page 15</i>
Grievance procedure <i>Page 18 Client Manual</i>
Service suspension and service termination <i>Page 8</i>
Universal precautions and sanitary practices <i>Page 58</i>
Safe medication assistance and administration <i>Page 58</i>
Safe transportation <i>Page 59</i>
Safety in emergencies, response, reporting and review [and for community residential settings and day services facilities, training on the emergency plan required in section [245D.22, subd. 5] <i>Page 23</i>
Incident response, reporting and review <i>Page 26</i>
Data Privacy <i>Page 48</i>
Admission Criteria <i>Page 5 Client Manual</i>
Service recipient rights and staff responsibilities related to ensuring the exercise and protection of those rights <i>Page 71</i>
Principles of person-centered service planning and delivery and how they apply to direct support service provided by the Caregiver <i>Page 31</i>
<u>H@H Caregivers are prohibited from using Manual Restraints and what constitutes the use of restraints, time out, and seclusion, including chemical restraint.</u>
Staff responsibilities related to prohibited procedures under section [245D.06] subdivision 5, why such procedures are not effective for reducing or eliminating symptoms or undesired behavior, and why such procedures are not safe. <i>Page 16</i>
Other
Other
Orientation to individual service recipient needs
Before having unsupervised direct contact with a Recipient served by H@H, or for whom the Caregiver has not previously provided direct support, or any time the Recipient's plans or procedures are revised, the Caregiver must review and receive instruction as they relate to the job functions for that recipient.
A Caregiver trained in first aid must be available on site and, when required in a Recipient's CSSP or CSSP Addendum, be able to provide cardiopulmonary resuscitation (CPR), whenever Recipients are present and Caregivers are required to be at the site to provide direct service. The CPR training must include instruction, hands-on practice, and an observed skills assessment under the direct supervision of a CPR instructor.
The Recipients CSSP or CSSP addendum as it relates to the responsibilities assigned to the program, and when applicable, the Recipients individual abuse prevention plan, to achieve and demonstrate an understanding of the Recipient as a unique individual, and how to implement those plans.
Supervised on-the-job training [consumer funds and property]

Caregiver Signature: Date:

PLEASE bring this form with to CLASS

White Copy- Caregiver Yellow Copy- Coordinator Pink Copy- Office

RECEIPT AND ACKNOWLEDGEMENT

Home at Heart Care, Inc. reserves the right to change the contents of this Manual at any time. No changes in any benefit, policy or rule will be made without due consideration to the effect such changes will have on you as an employee and on Home at Heart Care, Inc.

I acknowledge receipt and have read the Manual. I understand the policies, rules and benefits described within this Manual and acknowledge that Home at Heart Care, Inc. reserves the right to change the contents of this Manual at its discretion.

I acknowledge that my employment may be terminated “at will”, either by myself or Home at Heart Care, Inc., regardless of length of employment. I acknowledge that no contract of employment, other than “at will” has been expressed or implied and that no circumstances arising out of my employment will alter my “at will” employment relationship unless expressed in writing.

I acknowledge that during my course of employment with Home at Heart Care, Inc. confidential information may be made available to me and this information will not be disclosed or used outside of the scope of my position at Home at Heart Care, Inc.

I acknowledge the policies, procedures; rules and benefits set forth in this Manual revoke all previous inconsistent policies and procedures for Home at Heart Care, Inc. as of the effective date of this Manual. I also acknowledge it is my responsibility to be familiar with these policies and any changes or modifications thereto.

My signature below acknowledges that I have read the above statements and received a copy of the Home at Heart Care, Inc. Homemaking, Housekeeping and Respite Care Policy Manual.

_____ Dated: _____
(Signature)

(Printed Name)