

**Center for Independent Living of Southwest Kansas  
CILSWKS  
Personal Care Attendants Policies and Procedures**

## **EXPLANATION**

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

Attendants are responsible to the following Policies and Procedures:

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

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

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

## **PAY PERIOD/PAYCHECKS**

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

## **TIME SHEETS**

9. Attendants are responsible for submitting accurate time records to designated CILSWKS staff according to the following procedures:
  - a. Timesheets are to be left at the Consumer/Employer's residence at all times.
  - b. Complete daily log in and log out on time sheet with total hours calculated. Consumers are responsible for monitoring the hours worked by the Attendant, to make sure the hours do not exceed those authorized on the Consumer's Plan of Care. An Attendant should not exceed 40 hours per week excluding Sleep Cycle Support Providers who are compensated per unit rather than hourly. Overtime must be arranged and approved by the Consumer/Employer and the Executive Director/Payroll Agency.
  - c. At the end of reporting period, calculate total hours, insuring the total hours do not exceed authorized hours of service. Hours exceeding those authorized by Consumer's Plan of Care will not be paid. Time sheets are filled out according to the two pay periods, the 1<sup>st</sup> to the 15<sup>th</sup> and the 16<sup>th</sup> through the last day of the month. Time sheets must indicate whether the time worked is A.M or P.M.

- d. Sign time sheet and submit to Consumer/Employer for approval and signature.
  - e. Completed timesheets must be received, by 1:00 P.M. according to the scheduled due date on the timesheet. CILSWKS will return time sheets that are not completed correctly for correction and approval by the Consumer. Returned timesheets will usually miss the deadline for checks to be issued that pay period. Paychecks will not be issued for late timesheets until the next pay period.
  - f. Timesheets that are turned in to the office must be placed in the appropriate receptacle. The Center for Independent Living Southwest Kansas is not responsible for time sheets that are misplaced due to turning them in to other attendants or staff members for submission.
- 10. Consumers are responsible to report all changes in scheduling and number of hours worked to designated CILSWKS personnel immediately after receiving updated Plan of Care.
- 11. Attendants are responsible for directing all employment disputes, wage disputes, or any disagreement first with the Consumer (the Employer). If it is not settled then the designated CILSWKS staff member will help resolve the dispute.
- 12. Under no circumstances will Attendants be authorized to provide services not to submit hours for the time that a Consumer is hospitalized or receiving any other institutionalized care.
- 13. Attendants are responsible to perform services in a courteous, and professional manner at all times.
- 14. All Attendants are expected to follow generally accepted safety procedures while performing Personal Attendants tasks. All Attendants are responsible to report all work-related incidents that result in, or may result in, injury to themselves or the Consumer for which they provide assistance, to designate CILSWKS administrative personnel prior to the close of business that day (5:00 P.M.). If the incident occurs after 5:00 P.M. or over a weekend or holiday it must be reported prior to 12:00 noon the following workday. Attendants are not authorized to return to work without a medical release. Any medical release must be presented to the appropriate Attendant Service Staff before an Attendant may return to work.
- 15. All Attendants are expected to arrive at their job site as scheduled by the Consumer receiving assistance. All Attendants are required to provide the Consumer/Employer receiving Consumer-Directed Attendant Services advanced notice of absence or necessary changes in schedule, i.e. going to be late, at least four hours prior to scheduled arrival for work. Failure to do so may result in termination of your employment with the Consumer.

## **Benefits**

### **Vacation/Sick/Holiday Leave**

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

## **Raises**

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

## **Drug-Free Workplace Policy**

- 18. CILSWKS in accordance with the Drug-Free Workplace Act of 1988 declares that it is committed maintaining a drug-free workplace in order to ensure the safety and productivity of employees and the quality of services. To this end, be informed that:**
  - a. The manufacturer, distribution, dispensing, possession, and/or use of illegal drugs/alcohol is prohibited: 1. At any time on company property and/or 2. Either on or off company property during working hours (including rest and lunch breaks).**
  - b. Use of illegal drugs\* and/or alcohol, prescription or non-prescription drugs, which results in a sub-standard work performance and/or render the employee unsafe to himself/herself and/or others is also prohibited.**
  - c. When management has reasonable cause to believe that any employee has violated this policy, the employee may be required to submit to a drug-screening test and the employee shall allow the results to be furnished to the employer. If the results of a drug-screen test warrants disciplinary or disqualification action, and employee shall afforded due process via the Grievance Procedure prior to any final action being taken. Only the Executive Director has the discretion to authorize a retest by the original or a different laboratory on the same or new specimen. This would occur only if the Director determines that the technical standards established for the test methods or chain-of-custody procedures were violated in deriving a confirmed “positive” result or has other appropriate cause to warrant a re-test.**
  - d. Employees are required to notify the employer of a D.U.I and /or drug statute conviction and/or diversion within the past 5 years.**
  - e. CILSWKS reserves the right to modify, supplement revoke and/or substitute any policy and/or procedure stated herein.**

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

\_\_\_\_\_ **I have read and understand the Drug-Free Workplace Policy**

\_\_\_\_\_ **I have had the Drug-Free Workplace Policy ready to me.**

**I agree as condition of my employment to abide by the Drug-Free Workplace Policy or face disciplinary action up to and including possible discharge.**

\_\_\_\_\_  
**Employee Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Witness Signature**

\_\_\_\_\_  
**Date**

### **Grievance Procedure**

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

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

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

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

**3640 SW Topeka Blvd., Ste 15  
Topeka, Ks 66612  
785-266-8193 – V/TDD  
1-800-432-2326 – Toll Free  
785-266-8574 – Fax**

**3745 S.W. Wanamaker  
Topeka, Ks 66610  
785-273-9661 Voice / TDD -  
1-877-776-1541 - Toll Free  
785-273-9414 - Fax**

### **Confidentially Policy**

### **Consumer Information**

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

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

**I have read the above statement and understand that any breach of confidentiality will result in my termination.**

---

**Attendant's Signature**

---

**Date**

### **Abuse, Neglect, Exploitation How to Report**

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

#### *Recognizing the Problem*

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

Examples include :

- ❖ Individuals about to have their electricity shut off because they forgot to pay bill ;
- ❖ Individuals with disabilities who are being cared for by a friend or relative, and are not receiving adequate food, clothing, or necessary medical care ;
- ❖ elderly people who refuse needed medical care despite urging from friends ;
- ❖ An elderly people who refuse needed medical care despite urging from friends.
- ❖ A person who has become disoriented, home delivered meal remnants pile up and spoil, and grime and dirt are evident throughout the house ; or

- ❖ An elderly parent who lives with their adult child and has been observed at a Senior Center with questionable bruises.

**You can report abuse, neglect, and/or exploitation anonymously to:**

**Kansas Protection Report Center  
1-800-922-5330**

### **Employee Information**

**Information concerning an Attendants employment will also be considered confidential. Therefore we cannot release any information concerning your employment to agencies or businesses that contact us to verify your employment. If you want information released without a signed released of information form each time verification is needed you may sign the statement below.**

**This release only pertains information concerning wages and length of employment. CILSWKS acts as a payroll agent for the Consumer therefore we cannot provide work performance information or reference. The Consumers, which you work for, are your contacted if this information is needed.**

**I, \_\_\_\_\_, give permission to CILSWKS to release information regarding my employment to business or agencies that may request employment verification.**

### **CERTIFICATE OF ACKNOWLEDGEMENT**

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

\_\_\_\_\_  
**Attendant Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**PCA Coordinator**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Executive Director Signature**

\_\_\_\_\_  
**Date**