SMARTCHOICE HOME HEALTHCARE LLC

CFSS Policies & Procedures Manual

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SmartChoice Home HealthCare, LLC

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Policies and Procedures Manual

1. INTRODUCTION:

Welcome to SmartChoice Home HealthCare (SCH). This is our agency-specific policies and procedures per MN Statute (144A.472). We are a Basic Home Care Provider, providing Personal Care Assistance or Community First Services and Supports (CFSS), giving direct home care services to clients, as prescribed by MN Statute (144A.471 Subd. 2). This means we can offer any of the following services to our clients per CFSS Delivery Plan, developed by a CFSS consultation service agency, and approved by the lead agencies:

PCA/CFSS:

- Assistance with dressing, self-feeding, oral hygiene, hair care, grooming, toileting, and bathing
- Standby assistance for safety during daily activities
- Verbal or visual reminders for medication, treatments, and exercises
- Preparing Modified diets ordered by a health professional
- Laundry, housekeeping, and other household chores
- Meal preparation, shopping, and light housekeeping activities.

Please note that your specific job descriptions may and will be different than presented above. You, the worker, must follow the CFSS Delivery Plan and guidelines per the lead agency's assessment reports specifically for the person or client you served.

OUR MISSION:

SmartChoice Home HealthCare is committed to providing high quality, client-centered and affordable direct home care services to our clients to assist them to live dignified and independent lives in the comfort and safety of their own homes. The needs of each individual client are carefully evaluated, understood and met through the selective assignment of compassionate, qualified, and trustworthy personnel.

OUR VALUES:

Our mission and vision will be achieved through the application of our core values, which include:

1. the maintenance of competent staff;
2. prioritizing our client's health, quality of life, and wellbeing;
3. treating our clients with respect, dignity, compassion, empathy, honesty, and integrity while recognizing and maintaining their confidentiality;
4. respecting all cultures, religions, ethnicities, sexual orientations, ages, genders, and disabilities;
5. developing and maintaining positive relationships with the community, including local home care and health care personnel/organizations;
6. conducting business accountability and responsibly
7. adhering to the professional code of ethics of the Home Care industry;
8. applying continuous quality improvement measures throughout our agency

2. POLICY AND PROCEDURE ON SERVICE DELIVERY

PURPOSE:

The purpose of this policy is to promote coordination and continuity of services to CFSS participants.

II. POLICY

SmartChoice Home Healthcare, hereafter is referred to as "agency-provide." The agency-provider will provide services that facilitate the optimum growth and development of each participant. Coordination includes working with participants, participant representatives and/or legal representatives, their consultation services provider, other service or health care providers, and/or people supporting the participant. The agency supervising professionals are responsible for the coordination and continuity of services by adhering to policies and

procedures and participant *CFSS Service Delivery Plan*s. The agency-provider will ensure that all employees who serve as supervising professionals or support workers meet all qualification requirements for the position as well as receive ongoing education and training.

III. PROCEDURE

A. The agency-provider performs the roles and responsibilities of training, supervising, and evaluating support workers in the CFSS agency-provider model. The agency-provider will provide the services as outlined in the *CFSS Service Delivery Plan* that is created by the participant, participant representative and/or legal representative with assistance from the consultation services provider.

B. Service Limitations:
   1. There may be service limitations specific to the agency-provider. These limitations include:
      1. No specific service limitations at this time.

C. *CFSS Service Delivery Plan*:
   1. The person-centered *CFSS Service Delivery Plan* will be developed by the participant, participant representative and/or legal representative with assistance from the consultation services provider. This will be done prior to starting services and at least annually upon reassessment, or when there is a significant change in the participant's condition, or a change in the need for services and supports.
   2. The consultation services provider will review the plan to ensure it reflects the services and supports that are important to the participant and meets the participant's assessed needs. The *CFSS Service Delivery Plan* will also meet the requirements as stated in **MN Statutes, section 256B.85, subd. 6, (c).**
   3. The consultation services provider will submit the *CFSS Service Delivery Plan* to the lead agency for approval within 10 business days. The lead agency will approve or deny the plan within 30 days and send a copy of the approved plan to the agency-provider. A supervising professional at the agency-provider will follow up with the lead agency if the *CFSS Service Delivery Plan* has not been received.
   4. The agency-provider will work with the participant to fill in details that may not be included in the plan, such as service and scheduling preferences. These details will be included in the *CFSS Service Delivery Plan Addendum*.
   5. The agency-provider will provide only covered services listed in the *CFSS Service Delivery Plan*.
   6. All support workers will know the location of the *CFSS Service Delivery Plan* and the *CFSS Service Delivery Plan Addendum* and will be trained on them. The most current

CFSS Service Delivery Plan must be located in the participant's home (or where CFSS is provided) and in the participant's file at the agency-provider. For shared services, the *CFSS Service Delivery Plan* will be kept where the services are being delivered.

7. The participant and the agency-provider will monitor the effectiveness of the *CFSS Service Delivery Plan.* If changes are needed, they will be made with the consultation service provider's support and submitted by the consultation service provider to the lead agency for approval.

D. Training:
   1. The *CFSS Service Delivery Plan* will include a worker training and development plan.
   2. The agency-provider will be responsible for training the support worker according to the worker training and development plan and the agency-provider's *Policy and Procedure on Employee Training and Supervision.*

E. Supervision and evaluation:
   1. The participant and the agency-provider will monitor the effectiveness of the *CFSS Service Delivery Plan*. The CFSS participant will be able to choose their support worker that will implement the *CFSS Service Delivery Plan*.
   2. The agency-provider supervising professionals will provide supervision and evaluation to support workers according to the *Policy and Procedure on Employee Training and Supervision.*
   3. The agency-provider will evaluate the competency of the support worker to perform the tasks listed in the *CFSS Service Delivery Plan*.
   4. The agency-provider will verify services provided through the review of timecards and activity documentation, including electronic visit verification (EVV) and other company specific practices at a frequency determined by the agency-provider. The *Service Verification Form* may be used to document the service verification.

F. A supervising professional from the agency-provider will coordinate service delivery with all members of the participant's team. The team may include, but is not limited to, the participant, participant representative and/or legal representative, and case managers. The supervising professional will document specific concerns and developments from the team and what was done to address them.

G. The agency-provider is responsible for the oversight of service delivery and its evaluation of effectiveness including:
   1. Satisfaction level of the participant, participant representative and/or legal representative.
   2. Ensuring the support worker is meeting the needs of the participant as described in the *CFSS Service Delivery Plan.*

3. Ensuring the participant has a month-to-month plan for the use of their CFSS units.
4. The documentation from the support worker, including timecards, EVV documentation, and notes describing service delivery.
5. Ongoing evaluations as described below.

H. Evaluations of service delivery will be done according to the following schedule:
   1. Within 90 days of starting services
   2. At least quarterly thereafter
      a. All quarterly evaluations must be done in person during the first year.
      b. After the first year, at least one evaluation each year must be one in person.
   3. Within 30 calendar days of the discovery or receipt of information of any change to the participant's condition.

I. The following items will be available to the department to demonstrate compliance to all laws, rules, and policies and to provide quality assurance in service delivery:
   1. Employee files including documentation of required trainings
   2. Participant files
   3. Accounting, payroll and billing records
   4. Policy and procedure manuals

J. **Enhanced rat**e
   1. An agency-provider may receive an enhanced reimbursement rate if the support worker has completed qualifying trainings and the participant is eligible for 10 or more hours per day of CFSS and/or has the home care rating EN.
   2. The support worker is responsible for completing the qualifying trainings and submitting required proof to the department, DHS, to maintain eligibility. The support worker must also provide this proof to the agency-provider.
   3. The agency-provider will bill for services provided to the participant by the support worker at the enhanced rate.
   4. The agency-provider will pass on the **7.5%** enhanced rate to the support worker in the form of wages, the employer's share of taxes, and or worker's compensation premiums for the support worker.
   5. If the participant, participant's representative, or the qualified worker is interested in learning about the enhanced rate, they can reach out to a **supervising professiona**l at the agency-provider.

K. At least 72.5% of revenue generated by the medical assistance payment for CFSS for support worker wages and benefits. This will be tracked by an owner or executive officer at the

agency-provider and will be provided to the department upon request.

3. EMPLOYEE TRAINING & DEVELOPMENT POLICY AND PROCEDURE

I. PURPOSE

The purpose of this policy is to outline the expectations of employees regarding qualifications, training, education, and in-service programs.

II. POLICY

All employees will be qualified for the position they have been hired for and in addition to this qualification requirement, employees must continue to professionally develop through training. Employee development through orientation and on-going training is crucial to the delivery of quality services. Employees will be trained to meet the needs of service participants and comply with program standards. An employee's supervisor may require the employee's attendance at any in-service considered beneficial to the employee by the agency-provider or supervising professional.

III. PROCEDURE

A. Worker training and development services may be used to obtain and expand skills and knowledge. This will be done according to the *CFSS Service Delivery Plan* or as determined by **SmartChoice Home Healthcare,** the agency-provider.

B. All employees must show successful completion of the required trainings that provides the employee with skills required to perform job duties as defined by the agency-provider.

C. A supervising professional at the CFSS agency-provider will determine that the support worker has, through training and experience, the skills and knowledge necessary to ensure competency in providing quality services as needed and defined in the participant's *CFSS Service Delivery Plan*. If a support worker works with multiple participants, they must be competent to support each participant according to their *CFSS Service Delivery Plan*. If additional training on those needs is required, the supervising professional will ensure that training is provided promptly.

D. Prior to beginning orientation each support worker must:

1. Complete and pass a criminal background check prior to working with participants or enrolling with DHS.

2. Pass the CFSS standardized certification test (see letter F below).
    a. A copy of the certificate must be provided to the CFSS agency provider.
3. Enroll as an individual support worker through the Minnesota Health Care Programs (MHCP).
    a. If the agency-provider is notified that the support worker appears on the Office of Inspector General exclusion list or the MHCP exclusion list, they will not be eligible for employment. Also, if at any time a support worker is found to be on the OIG exclusion list or the MHCP exclusion list, they may be subject to termination of employment.

E. Additional support worker requirements:

1. The support worker must be able to effectively communicate with the participant, participant representative and the Community First Services and Supports (CFSS) agency-provider.
2. The support worker must have the ability to provide covered services according to the participant's *CFSS Service Delivery Plan*, respond appropriately to participant needs, and report changes in the participant's condition to a supervising professional at the agency-provider.
3. The support worker must complete daily documentation detailing the actual services provided to the participant and the amount of time spent providing services. Timecards must be submitted to the agency-provider at least monthly.
4. A support worker cannot provide CFSS services to a person if they are the participant's representative, paid legal guardian, or licensed foster care provider, unless the participant and the support worker live in the same home.
5. Support workers who are a parent, stepparent, or legal guardian of a participant under the age of 18, or who are a participant's spouse, or the parents of a minor participant, are limited in the number of hours they are allowed to work with the participant. **A spouse or one parent of a minor providing services cannot work more than 60 hours in a seven-day period. When more than one parent of a minor provides services to their minor children, no more than 80 hours combined is allowed in a seven-day period.**
6. Participants who receive CFSS services may provide CFSS services to other participants.

F. Initial CFSS support worker training:

1. Each support worker will be required to successfully complete the DHS standardized training in the following areas and pass the certification test prior to enrollment with the department:
    a. Basic first aid

b. Maltreatment of vulnerable adults
c. Maltreatment of minors
d. OSHA universal precautions
e. Basic roles and responsibilities of support workers including:
    i. Body mechanics
    ii. Emergency preparedness
    iii. Positive behavioral practices
    iv. Responding to mental health crisis
    v. Fraud issues and prevention
    vi. Timecards and documentation
f. Person-centered planning and self-direction

2. Additional agency-provider training requirements include:
    a. CFSS agency-provider policies and procedures
    b. Use of agency-provider's system used for electronic visit verification (EVV)
    c. Agency-provider directed training and orientation on participant's individual needs
    d. Other specific agency-provider required training
3. Training and orientation on the needs of the participant will be completed by a supervising professional at the agency-provider. Additional training topics may be required by the participant's *CFSS Service Delivery Plan*. The agency-provider will ensure that these plans are reviewed for each participant to determine if additional trainings are required.

G. Ongoing CFSS training:
    1. Ongoing the support worker may be required to complete designated trainings as identified by the agency-provider and which may include the following:
        a. Review of CFSS agency-provider policies and procedures
        b. Training topics required as determined by the participant's *CFSS Service Delivery Plan* and worker and training development plan. This plan must be updated when:
            i. The support worker begins providing services or shared services
            ii. There is any change in the participant's condition or there is a modification to the *CFSS Service Delivery Plan*
            iii. A performance review indicates that additional training is needed

H. Agency-provider oversight of support workers
    1. The agency-provider will ensure that required trainings are completed according to this policy, MN Statutes, section 256B.85, and agency-provide specific topics, and participant service and support requirements as directed by their *CFSS Service Delivery Plan.*
    2. Evaluations will be done according to the *Policy and Procedures on Service Delivery.*

3. The agency-provider will evaluate the competency of support workers through direct observation of the support worker's performance of the job functions in a setting where the participant is using CFSS within 30 days of:
    a. Any support worker beginning to provide services for a participant
    b. Any support worker beginning to provide shared services
4. If the support worker is a minor, all worker competency evaluations must be completed in person where services are provided.
5. Periodic performance reviews will be completed at least annually for each support worker.

I. The agency-provider will verify and maintain evidence of support worker competency including the documentation of each support worker's:
    1. Education and experience relevant to the job responsibilities assigned to the support worker and the needs of the participant
    2. Relevant training received from sources other than the agency-provider
    3. Orientation and instruction to implement services and supports to participant needs and preferences as identified in *CFSS Service Delivery Plan*
    4. Orientation and instruction delivered by an individual competent to perform, teach, or assign the health-related tasks for tracheostomy suctioning and services to participants on ventilator support, including equipment operation and maintenance.

J. All CFSS agency-providers shall require all employees in management and supervisory positions and owners of the agency-provider who are active in the day-to-day management and operations of the agency-provider to complete mandatory training as determined by the commissioner. Employees in management and supervisory positions and owners who are active in the day-to-day operations of an agency-provider who have completed the required training as an employee with a CFSS agency-provider do not need to repeat the required training if they are hired by another agency-provider and they have completed the training within the past three years. Any new owners or employees in management and supervisory positions involved in the day-to-day operations are required to complete mandatory training as a requisite of working for the agency-provider.

4. CRIMINAL BACKGROUND CHECKS

In accordance with Minnesota Law, SmartChoice Home Healthcare requires criminal background checks for all individuals who have direct contact with clients in their homes or in the community, including managerial officials, supervisors, direct caregivers and volunteers. Having and maintaining a clear background is an essential requirement for employment by our company and if you fail now or later to

meet that requirement, your employment with SmartChoice Home Healthcare shall be terminated immediately (Legal Authority: MN Statute §299C.72).

Additionally:

- Criminal background checks are required before any individual may begin work;
- No employee or volunteer may work prior to receiving a completed background study notice stating the individual PCA/CFSS worker or qualified professional is not disqualified or has had a disqualification set aside;
- No employee or volunteer may work if their name appears on the OIG exclusion list regardless of their background study disqualification status;
- Your criminal background check results will be kept on file during the period you work with SmartChoice Home Healthcare
- If you are later terminated from DHS, are later disqualified, or appear on the OIG exclusion list your employment with SmartChoice shall terminate the date the disqualification is effective or the date of your appearance on the OIG list.

By applying for employment with SmartChoice Home Healthcare, you agree to be subject to these policies. By following these rules, we can be sure that our home care services are provided in a manner that protects the health, safety, and well-being of the clients we serve.

5. GRIEVANCES POLICY AND PROCEDURE

I. PURPOSE

The purpose of this policy is to promote participant rights by providing participants, participant representatives, legal representatives, and/or others with a simple process to address complaints or grievances.

II. POLICY

Each participant, participant representative, and/or legal representative will be encouraged and assisted in continuously sharing ideas and expressing concerns in informal discussions with support workers and SmartChoice Home Healthcare supervising professionals during meetings or at any time. Each concern or grievance will be addressed, and attempts will be made to reach a fair resolution in a reasonable manner.

Should a participant, participant representative, and/or legal representative feel an issue or complaint has not or cannot be resolved through informal discussion, they should file a formal grievance. Support workers and participants, participant representative, and/or legal representative will receive training regarding the informal and formal grievance procedure. This policy will be provided, orally and in writing, to all participants, participant representatives, and/or legal representatives. If a participant, participant representative, and/or legal representative feel that their formal complaint has not or cannot be resolved by other staff, they may bring their complaint to the highest level of authority in the agency-provider, the Director of Operations, who may be reached at the following:

Name: Nathan Xiong, Administrator
Address: 2353 Rice Street #139, Roseville, MN 55113
Telephone Number: 651-210-7716

The agency-provider will ensure that during the service initiation process that there is orientation for the participant, participant representative, and/or legal representative to the agency-provider's policy on addressing grievances. Throughout the grievance procedure, interpretation in languages other than English and/or with alternative communication methods may be necessary and will be provided upon request. If desired, assistance from an outside agency (such as The Arc, MN Office of the Ombudsman, local county social service agency-provider) may be sought to assist with the grievance. The CFSS agency-provider will provide the address and phone numbers of outside agencies to assist the service recipients and/or representatives if requested.

A participant, participant representative, and/or legal representatives may file a grievance without threat or fear of reprisals, discharge, or the loss of future provision of appropriate services and supports.

III. PROCEDURE

A. All complaints affecting a participant's health and safety will be responded to immediately by a supervising professional in the agency-provider.

B. Support workers will immediately inform a supervising professional in the agency-provider of any grievances and will follow this policy and procedure. If at any time, assistance from the agency-provider is requested in the complaint process, it will be provided.

C. If a participant, participant representative, and/or legal representative chooses to use the formal grievance process, they may notify a supervising professional at the agency-provider in

writing or verbally. They will receive an initial response in writing within 14 calendar days of receipt of the grievance.

D. If the participant, participant representative, and/or legal representative is not satisfied with the response, they may submit an internal appeal in writing or discuss the formal grievance with the Director of Operations, who will then respond within 14 calendar days.

E. All grievances must and will be resolved within 30 calendar days of receipt of the grievance. If this is not possible, the Director of Operations will document the reason for the delay and the plan for resolution.

F. If the participant, participant representative, and/or legal representative believe their rights have been violated, they retain the option of contacting an outside agency, including an advocacy agency, and state they would like to file a formal grievance regarding their services, provider company, etc.

G. As part of the grievance review and resolution process, a grievance review will be completed by an agency-provider supervising professional and documented by using the *Grievance Internal Review* form. The grievance review will include an evaluation of whether:
   1. Related policies and procedures were followed
   2. The policies and procedures were adequate
   3. There is a need for additional staff training
   4. The complaint is similar to past complaints with the people, staff, or services involved
   5. There is a need for corrective action by the agency-provider to protect the health and safety of people receiving services

H. A written summary of the grievance and a notice of the grievance resolution will be provided to the participant, participant representative, and/or legal representative and case manager or care coordinator using the *Grievance Summary and Resolution Notice* form. This summary will:
   1. Identify the nature of the grievance and the date it was received
   2. Include the results of the grievance review
   3. Identify the grievance resolution, including any corrective action

I. The *Grievance Summary and Resolution Notice* will be maintained in the participant's record.

J. The CFSS agency-provider will document and track all grievances they receive per year and the resolutions to those grievances using the *Grievance Tracking Record*.

6. REPORTING AND REVIEW OF MALTREATMENT OF MINORS

I. PURPOSE

The purpose of this policy is to establish guidelines for the reporting and internal review of maltreatment of minors.

II. POLICY

All personnel (employees) who are mandated reporters must report externally all of the information they know regarding an incident of known or suspected maltreatment of a child, in order to meet their reporting requirements under law. All employees of the agency-provider who encounter maltreatment of a minor will take immediate action to ensure the safety of the child. Employees will define maltreatment as sexual abuse, physical abuse, or neglect and will refer to the definitions from MN Statutes, chapter 260E at the end of this policy. Mandated reporters must immediately report if a child required to be enrolled in school has at least seven unexcused absences in the current school year and is at risk of educational neglect. SmartChoice Home Healthcare, hereafter referred to as "agency-provider."

Any person may voluntarily report to the local welfare agency, agency responsible for assessing or investigating the report, police department, or the county sheriff if the person knows, has reason to believe, or suspects a child is being neglected or subjected to physical or sexual abuse. Employees of the agency-provider cannot shift the responsibility of reporting maltreatment to an internal staff person or position. In addition, if a staff knows or has reason to believe a child is being or has been neglected or physically or sexually abused within the preceding three years, the employee must immediately (within 24 hours) make a report to the local welfare agency, agency responsible for assessing or investigating the report, police department, or the county sheriff.

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

III. PROCEDURE

A. Employees of the agency-provider who encounter maltreatment of a child, age 17 or younger, will take immediate action to ensure the safety of the child or children. If an employee knows or suspects that a child is in immediate danger, they will call “911.”
B. An employee mandated to report physical or sexual child abuse or neglect within a licensed facility will report the information to the agency responsible for licensing the facility. If the mandated reporter is unsure of what agency to contact, they will contact the county agency and follow their directions. The county local welfare agency is the agency responsible for assessing or investigating allegations of maltreatment in child foster care, family child care,

legally unlicensed child care, juvenile correctional facilities licensed under section 241.021 located in the local welfare agency's county, and reports involving children served by a CFSS agency-provider under section 256B.85.

C. Staff who know or suspect that a child has been maltreated but is not in immediate danger will report to:
   1. The local child welfare agency if an alleged perpetrator is a parent, guardian, family childcare provider, family foster care provider, or a CFSS provider. Phone numbers for local county social services agencies are contained within this policy.
   2. The Minnesota Department of Human Services, Licensing Division, **651-431-6600,** if alleged maltreatment was committed by an employee at a childcare center, residential treatment center (children's mental health), group home for children, minor parent program, shelter for children, chemical dependency treatment program for adolescents, waivered services program for children, crisis respite program for children, or residential program for children with developmental disabilities.
   3. Minnesota Department of Health, Office of Health Facility Complaints, **651-201-4200 or 800-369-7994**, if alleged maltreatment occurred in a home health care setting, hospital, regional treatment center, nursing home, intermediate care facility for the developmentally disabled, or licensed and unlicensed care attendants.

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

If the report of suspected abuse or neglect occurred within the agency-provider, the report should also include any actions taken by the agency-provider in response to the incident. If an employee attempts to report the suspected maltreatment internally, the person receiving the report will remind the employee of the requirement to report externally.

A verbal report of suspected abuse or neglect that is made to one of the listed agencies by a mandated reporter must be followed by a written report to the same agency within 72 hours, exclusive of weekends and holidays, unless the appropriate agency has informed the mandated reporter that the oral information does not constitute a report.

G. An *Incident and Maltreatment Report* will be completed **within 30 calendar days.** A supervising professional will work with the staff who made the external report to complete the top section of the report. The supervising professional will:
   1. Ensure required notifications have been made.

2. Contact the lead investigative agency if additional information has been gathered.
3. Coordinate any investigative efforts with the lead investigative agency by serving as the agency-provider contact, ensuring that all employees cooperate, and that all records are available.
4. Complete the supervising professional review section of the *Incident and Maltreatment Report* which will include the following evaluations of whether:
   a. The participant's *CFSS Service Delivery Plan* was followed
   b. The agency-provider's policies and procedures were followed
   c. There is a need for additional staff training
   d. The reported event is similar to past events with the employee or participant
   e. There is a need for corrective action by the agency-provider to protect the health and safety of participants

H. Employees will receive training on this policy, MN Statutes, section 142B.64 and their responsibilities related to protecting children in care from maltreatment and reporting maltreatment during orientation.

EXTERNAL AGENCIES

COUNTY	DAY	EVENING/WEEKEND
AITKIN	(218) 927-7200 or (800) 328-3744	(218) 927-7400
ANOKA	(763)-324-1440	(763)-324-1440
BECKER	(218) 847-5628	(218) 847-2661
BELTRAMI	(218)-333-8245	(218)-333-9111
BENTON	(320) 968-5087	(320) 968-7201
BIG STONE	(320) 839-2555	(320)-839-3558
BLUE EARTH	(507) 304-4444	(507) 304-4319
BROWN	(507) 354-8246	(507) 233-6700
CARLTON	(218) 879-4511	(218) 384-3236
CARVER	(952) 361-1600	(218) 295-4622
CASS	(218) 547-1340	(218) 547-1424
CHIPPEWA	(320) 269-6401	(320) 269-2121
CHISAGO	(651) 213-5600	(651) 257-4100
CLAY	(218) 299-7139	(218) 299-5151
CLEARWATER	(218) 694-6164	(218) 694-6226

COOK	(218) 387-3620	(218) 387-3030
COTTONWOOD	(507) 831-1891 or (507) 847-4000	(507) 831-1375
CROW WING	(218) 824-1140	(218) 829-4749
DAKOTA	(952) 891-7459	(952) 891-7171
DODGE	(507) 431-5725	(507) 635-6200
DOUGLAS	(320) 762-2302	(320) 762-8151
FARIBAULT	(507) 238-4757 or (507) 526-3265	(507 526-5148
FILLMORE	(507) 765-2175	(507) 765-3874
FREEBORN	(507) 377-5400	(507) 377-5205
GOODHUE	(651) 385-3200	(651) 385-3155
GRANT	(320) 634-7755 or (218) 685-8200	(218) 685-8280
HENNEPIN	(612) 348-3552	(612) 348-3552
HOUSTON	(507) 725-5811	(507) 725-3379
HUBBARD	(218) 732-1451	(218) 732-3331
ISANTI	(763) 689-1711	(763) 689-2141
ITASCA	(218) 327-2941	(218) 326-8565
JACKSON	(507) 847-4000 or (507) 831-1891	(507) 847-4420
KANABEC	(320) 679-6350	(320) 679-8400
KANDIYOHI	(320) 231-7800	(320) 235-1260
KITTSON	(218) 843-2689 or (800) 672-8026	(218) 843-3535
KOOCHICHING	(218) 283-7000	(218) 283-4416
LAC QUI PARLE	(320) 598-7594	(320) 598-3720
LAKE	(218) 834-8432	(218) 834-8385
LAKE OF THE WOODS	(218) 634-2642	(218) 634-1143
LE SUEUR	(507) 357-8288	(507) 357-4440
LINCOLN	(888) 964-8407	(507) 694-1664
LYON	(888) 964-8407	(507) 537-7666
MAHNOMEN	(218) 935-2568	(218) 935-2255
MARSHALL	(218) 745-5124	(218) 745-5411
MARTIN	(507) 238-4757 or (507) 526-3265	(507) 238-4481
MC LEOD	(320) 864-3144	(320) 864-3134

MEEKER	(320) 693-5300	(320) 693-5400
MILLE LACS	(320) 983-8208	(320) 983-8245
MORRISON	(320) 632-7800 or (800) 269-1464	(320) 632-9233
MOWER	(507) 437-9701	(507) 437-9400
MURRAY	(888) 964-8407	(507) 836-6168
NICOLLET	(507) 934-8559	(507) 931-1570
NOBLES	(507) 295-5213	(507) 295-5213
NORMAN	(218) 784-5437	(218) 784-7114
OLMSTED	(507) 328-6130	(507) 535-5625
OTTER TAIL	(218) 998-8150	(218) 998-8555
PENNINGTON	(218) 681-2880	(218) 681-6161
PINE	(320) 591-1570	(320) 629-8380
PIPESTONE	(888) 964-8407	(507) 825-1100
POLK	(218) 281-3127	(218) 281-0431
POPE	(320) 634-7755 or (218) 685-8200	(320) 634-5411
RAMSEY	(651) 266-4500	(651) 266-4500
RED LAKE	(218) 253-4131	(218) 253-2996
REDWOOD	(888) 964-8407	(507) 637-4036
RENVILLE	(320) 523-2202	(320) 523-1161
RICE	(507) 332-6115	(800) 422-1286
ROCK	(888) 964-8407	(507) 283-5000
ROSEAU	(218) 463-2411	(218) 463-1421
SCOTT	(952) 496-8959	(952) 496-8484
SHERBURNE	(763) 765-4000	(763) 765-3500
SIBLEY	(507) 237-4000	(507) 237-4330
ST. LOUIS	N. (218) 471-7128 or S. (218) 726-2012	(218) 625-3581
STEARNS	(320) 650-5837	(320) 251-4240
STEELE	(507) 431-5725	(507) 444-3800
STEVENS	(320) 208-6600	(320) 208-6500
SWIFT	(320) 843-3160	(320) 843-3133

TODD	(320) 732-4500	(320) 732-2157
TRAVERSE	(320) 634-7755 or (218) 685-8200	(320) 422-7800
WABASHA	(651) 565-3351	(651) 565-3361
WADENA	(218) 631-7605	(218) 631-7600
WASECA	(507) 431-5725	(507) 835-0510
WASHINGTON	(651) 430-6457	(651) 275-7400
WATONWAN	(507) 375-3294 or (888) 299-5941	(507) 375-3121
WILKIN	(218) 643-7161	(218) 643-8544
WINONA	(507) 457-6500	(507) 457-6368
WRIGHT	(763) 682-7449	(763) 682-7400
YELLOW MEDICINE	(320) 564-2211	(320) 564-2130

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

MINNESOTA STATUTES, CHAPTER 260E.03 DEFINITIONS

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

Subd. 12. **Maltreatment.** "Maltreatment" means any of the following acts or omissions:
(1) egregious harm under subdivision 5;
(2) neglect under subdivision 15;
(3) physical abuse under subdivision 18;
(4) sexual abuse under subdivision 20;
(5) substantial child endangerment under subdivision 22;
(6) threatened injury under subdivision 23;
(7) mental injury under subdivision 13; and
(8) maltreatment of a child in a facility

Subd. 5. **Egregious harm.** "Egregious harm" means harm under section 260C.007, subdivision 14, or a similar law of another jurisdiction. 260C.007 Subd. 14.**Egregious harm.** "Egregious harm" means the infliction of bodily harm to a child or neglect of a child which demonstrates a grossly inadequate ability to provide minimally adequate parental care. The egregious harm need not have occurred in the state or in the county where a termination of parental rights action has proper venue. Egregious harm includes, but is not limited to:
(1) conduct toward a child that constitutes a violation of sections 609.185 to 609.2114, 609.222, subdivision 2, 609.223, or any other similar law of any other state;
(2) the infliction of "substantial bodily harm" to a child, as defined in section 609.02, subdivision 7a;
(3) conduct toward a child that constitutes felony malicious punishment of a child under section 609.377;
(4) conduct toward a child that constitutes felony unreasonable restraint of a child under section 609.255, subdivision 3;
(5) conduct toward a child that constitutes felony neglect or endangerment of a child under section 609.378;
(6) conduct toward a child that constitutes assault under section 609.221, 609.222, or 609.223;
(7) conduct toward a child that constitutes sex trafficking, solicitation, inducement, promotion of, or receiving profit derived from prostitution under section 609.322;
(8) conduct toward a child that constitutes murder or voluntary manslaughter as defined by United States Code, title 18, section 1111(a) or 1112(a);
(9) conduct toward a child that constitutes aiding or abetting, attempting, conspiring, or soliciting to commit a murder or voluntary manslaughter that constitutes a violation of United States Code, title 18, section 1111(a) or 1112(a); or
(10) conduct toward a child that constitutes criminal sexual conduct under sections 609.342 to 609.345 or sexual extortion under section 609.3458.

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

Subd. 15. **Neglect.** (a) "Neglect" means the commission or omission of any of the acts specified under clauses (1) to (8), other than by accidental means:
(1) failure by a person responsible for a child's care to supply a child with necessary food, clothing, shelter, health, medical, or other care required for the child's physical or mental health when reasonably able to do so;
(2) failure to protect a child from conditions or actions that seriously endanger the child's physical or mental health when reasonably able to do so, including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;

(3) failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors as the child's age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for the child's own basic needs or safety, or the basic needs or safety of another child in their care;
(4) failure to ensure that the child is educated as defined in sections 120A.22 and 260C.163, subdivision 11, which does not include a parent's refusal to provide the parent's child with sympathomimetic medications, consistent with section 125A.091, subdivision 5;

(5) prenatal exposure to a controlled substance, as defined in section 253B.02, subdivision 2, used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child at birth, medical effects or developmental delays during the child's first year of life that medically indicate prenatal exposure to a controlled substance, or the presence of a fetal alcohol spectrum disorder;
(6) medical neglect, as defined in section 260C.007, subdivision 6, clause (5);
(7) chronic and severe use of alcohol or a controlled substance by a person responsible for the child's care that adversely affects the child's basic needs and safety; or
(8) emotional harm from a pattern of behavior that contributes to impaired emotional functioning of the child which may be demonstrated by a substantial and observable effect in the child's behavior, emotional response, or cognition that is not within the normal range for the child's age and stage of development, with due regard to the child's culture.

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

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

(d) Nothing in this chapter shall be construed to mean that a child who has a mental, physical, or emotional condition is neglected solely because the child remains in an emergency department or hospital setting because services, including residential treatment, that are deemed necessary by the child's medical or mental health care professional or county case manager are not available to the child's parent, guardian, or other person responsible for the child's care, and the child cannot be safely discharged to the child's family.

Subd. 18. **Physical abuse.** (a) "Physical abuse" means any physical injury, mental injury under subdivision 13, or threatened injury under subdivision 23, inflicted by a person responsible for the

child's care on a child other than by accidental means, or any physical or mental injury that cannot reasonably be explained by the child's history of injuries, or any aversive or deprivation procedures, or regulated interventions, that have not been authorized under section 125A.0942 or 245.825.

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

(c) For the purposes of this subdivision, actions that are not reasonable and moderate include, but are not limited to, any of the following:
(1) throwing, kicking, burning, biting, or cutting a child;
(2) striking a child with a closed fist;
(3) shaking a child under age three;
(4) striking or other actions that result in any nonaccidental injury to a child under 18 months of age;
(5) unreasonable interference with a child's breathing;
(6) threatening a child with a weapon, as defined in section 609.02, subdivision 6;
(7) striking a child under age one on the face or head;
(8) striking a child who is at least age one but under age four on the face or head, which results in an injury;
(9) purposely giving a child:
(i) poison, alcohol, or dangerous, harmful, or controlled substances that were not prescribed for the child by a practitioner in order to control or punish the child; or
(ii) other substances that substantially affect the child's behavior, motor coordination, or judgment; that result in sickness or internal injury; or that subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances;
(10) unreasonable physical confinement or restraint not permitted under section 609.379, including but not limited to tying, caging, or chaining; or
(11) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under section 121A.58.

Subd. 20. **Sexual abuse.** "Sexual abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child, or by a person in a current or recent position of authority, to any act that constitutes a violation of section 609.342 (criminal sexual conduct in the first degree), 609.343 (criminal sexual conduct in the second degree), 609.344 (criminal sexual conduct in the third degree), 609.345 (criminal sexual conduct in the fourth degree), 609.3451 (criminal sexual conduct in the fifth degree), 609.3458 (sexual extortion), or 609.352 (solicitation of children to engage in sexual conduct; communication of sexually explicit materials to children). Sexual abuse also includes any act involving a child that constitutes a violation of prostitution offenses under

sections 609.321 to 609.324 or 617.246. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes child sex trafficking as defined in section 609.321, subdivisions 7a and 7b. Sexual abuse includes threatened sexual abuse, which includes the status of a parent or household member who has committed a violation that requires registration as an offender under section 243.166, subdivision 1b, paragraph (a) or (b), or required registration under section 243.166, subdivision 1b, paragraph (a) or (b).

Subd. 22. **Substantial child endangerment.** "Substantial child endangerment" means that a person responsible for a child's care, by act or omission, commits or attempts to commit an act against a child in the person's care that constitutes any of the following:
(1) egregious harm under subdivision 5;
(2) abandonment under section 260C.301, subdivision 2;
(3) neglect under subdivision 15, paragraph (a), clause (2), that substantially endangers the child's physical or mental health, including a growth delay, which may be referred to as failure to thrive, that has been diagnosed by a physician and is due to parental neglect;
(4) murder in the first, second, or third degree under section 609.185, 609.19, or 609.195;
(5) manslaughter in the first or second degree under section 609.20 or 609.205;
(6) assault in the first, second, or third degree under section 609.221, 609.222, or 609.223;
(7) sex trafficking, solicitation, inducement, or promotion of prostitution under section 609.322;
(8) criminal sexual conduct under sections 609.342 to 609.3451;
(9) sexual extortion under section 609.3458;
(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 requiring the county attorney to file a termination of parental rights petition under section 260C.503, subdivision 2.
Subd. 23. **Threatened injury.** (a) "Threatened injury" means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury.

(b) Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child's care, as defined in subdivision 17, who has:
(1) subjected a child to, or failed to protect a child from, an overt act or condition that constitutes egregious harm under subdivision 5 or a similar law of another jurisdiction;
(2) been found to be palpably unfit under section 260C.301, subdivision 1, paragraph (b), clause (3), or a similar law of another jurisdiction;
(3) committed an act that resulted in an involuntary termination of parental rights under section 260C.301, or a similar law of another jurisdiction; or

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

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

7. REPORTING AND REVIEW OF MALTREATMENT OF VULNERABLE ADULTS

PURPOSE

The purpose of this policy is to establish guidelines for the internal and external reporting of maltreatment of vulnerable adults.

II. POLICY

Employees who are mandated reporters must report all of the information they know regarding an incident of known or suspected maltreatment, either internally or externally, in order to meet their reporting requirements under law. All employees of the agency-provider who encounter maltreatment of a vulnerable adult will take immediate action to ensure the safety of the participants. Employees will define maltreatment of vulnerable adults as abuse, neglect, or financial exploitation and will refer to the definitions from Minnesota Statutes, section 626.5572 at the end of this policy. SmartChoice Home Healthcare, hereafter referred to as "agency-provider."

Employees will refer to the *Policy and Procedure on Reporting and Review of Maltreatment of Minors* regarding suspected or alleged maltreatment of participants 17 years of age or younger.

III. PROCEDURE

A. Employees of the agency-provider who encounter maltreatment of a vulnerable adult, age 18 or older, will take immediate action to ensure the safety of the participant as well as the safekeeping of their funds and property. If an employee knows or suspects that a vulnerable adult is in immediate danger, they will call “911.”

B. If an employee knows or suspects that maltreatment of a vulnerable adult has occurred, they must make a report immediately **(within 24 hours)** internally to the agency-provider or externally to the Minnesota Adult Abuse Reporting Center. Should the employee choose to make a report directly to an external agency, they must make the report by notifying the Minnesota Adult Abuse Reporting Center.

C. To make a report internally to the agency, staff must make a verbal report to the Administrator or another supervising professional at the agency-provider. The Administrator is the primary individual responsible for receiving internal reports of maltreatment and for forwarding internal reports to the Minnesota Adult Abuse Reporting Center. If there are reasons to believe that the Administrator is involved in the alleged or suspected maltreatment, another supervising professional at the agency-provider may receive internal reports of maltreatment and forward internal reports to the Minnesota Adult Abuse Reporting Center.

D. To make a report externally to the Minnesota Adult Abuse Reporting Center staff can call **844-880-1574 or report at mn.gov/dhs/reportadultabuse/.**

E. When reporting the alleged or suspected maltreatment, either internally or externally, the employee will include as much information as known and will cooperate with any subsequent investigation.

F. For internal reports of suspected or alleged maltreatment, the agency-provider supervising professional who received the report will:
   1. Contact the Minnesota Adult Abuse Reporting Center if the report is determined to be suspected or alleged maltreatment.
   2. Inform the participant, participant's representative, and/or legal representative that a report was made.
   3. Complete and mail the *Notification to an Internal Reporter* to the home address of the employee who reported the maltreatment within two working days in a manner that protects the reporter's confidentiality. The notification must indicate whether or not the agency-provider reported externally to the Minnesota Adult Abuse Reporting Center. The notice must also inform the employee that if the agency-provider did not report externally and they are not satisfied with that decision, they may still make the external report to the Minnesota Adult Abuse Reporting Center themselves. It will also inform the staff that they are protected against any retaliation if they decide to make a good faith report to the Minnesota Adult Abuse Reporting Center on their own.

G. An *Incident and Maltreatment Report* will be completed **within 30 calendar days**. A supervising professional will work with the employee who made the initial report to complete the top section of the report. The supervising professional will:
   1. Ensure required notifications have been made.
   2. Contact the lead investigative agency if additional information has been gathered.
   3. Coordinate any investigative efforts with the lead investigative agency by serving as the agency-provider contact, ensuring that employees cooperate, and that all records are available.
   4. Complete the supervising professional review section of the *Incident and Maltreatment Report* which will include the following evaluations of whether:
      a. The participant's *CFSS Service Delivery Plan* was followed
      b. The agency-provider's policies and procedures were followed
      c. The reported event is similar to past events with the employee or participants
      d. There is a need for corrective action by the agency-provider to protect the health and safety of participants

H. Employees will receive training on this policy, MN Statutes, sections 626.557 and 626.5572 and their responsibilities related to protecting participants from maltreatment and reporting maltreatment.

Subdivision 1. **Scope.**
For the purpose of section 626.557, the following terms have the meanings given them, unless otherwise specified.

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. 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; or

(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 unless authorized under applicable licensing requirements or Minnesota Rules, chapter 9544.

(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. 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. 17. **Neglect.**

(a) "Neglect" means neglect by a caregiver or self-neglect.

(b) "Caregiver neglect" means 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.

(c) "Self-neglect" means neglect by a vulnerable adult of the vulnerable adult's own food, clothing, shelter, health care, or other services that are not the responsibility of a caregiver which a reasonable person would deem essential to obtain or maintain the vulnerable adult's health, safety, or comfort.

(d) 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.

(e) 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.

(f) 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 (d), 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 (d), 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 (f).

8. INCIDENT RESPONSE AND REPORTING

I. PURPOSE

The purpose of this policy is to provide instructions to the agency-provider, support workers, and supervising professionals on recognizing, responding to, and reporting incidents.

II. POLICY

SmartChoice Home Healthcare, hereafter referred to as "agency-provider." The agency-provider will respond to incidents as defined in MN Statutes, section 256B.85, subdivision 12a, that occur while providing services to protect the health and safety of and minimize risk of harm to participants. Support workers will address all incidents according to the specific procedure outlined in this policy and act immediately to ensure the safety of participants. After the situation

has been resolved and/or the participant(s) involved are no longer in immediate danger, support workers will notify an agency-provider supervising professional and the participant's legal representative or participant's representative, when applicable.

All support workers will be trained on this policy and the safe and appropriate response and reporting of incidents.

III. PROCEDURE

Defining incidents

A. An incident is defined as an occurrence that involves a participant and requires a response that is not a part of the ordinary provision of the services to that participant, and includes:
   1. Serious injury of a participant as determined by MN Statutes, section 245.91, subdivision 6:
      a. Fractures
      b. Dislocations
      c. Evidence of internal injuries
      d. Head injuries with loss of consciousness or potential for a closed head injury or concussion without loss of consciousness requiring a medical assessment by a health care professional, whether or not further medical attention was sought
      e. Lacerations involving injuries to tendons or organs and those for which complications are present
      f. Extensive second degree or third-degree burns and other burns for which complications are present
      g. Extensive second degree or third-degree frostbite and others for which complications are present
      h. Irreversible mobility or avulsion of teeth
      i. Injuries to the eyeball
      j. Ingestion of foreign substances and objects that are harmful
      k. Near drowning
      l. Heat exhaustion or sunstroke
      m. Attempted suicide
      n. All other injuries considered serious after an assessment by a health care professional including, but not limited to, self-injurious behavior, a medication error requiring medical treatment, a suspected delay of medical treatment, a complication of a previous injury, or a complication of medical treatment for an injury
   2. A participant's death

3. Any medical emergency, unexpected serious illness, or significant change in a participant's illness or medical condition that requires a call to 911, physician treatment, or hospitalization
4. Any mental health crisis that requires a call to 911 or a mental health crisis intervention team.
5. An act or situation involving a participant that requires a call to 911, law enforcement, or the fire department.
6. A participant's unexplained absence
7. Behavior that creates an imminent risk of harm to the participant or another; and
8. A report of alleged or suspected child or vulnerable adult maltreatment under section 626.557 or chapter 260E

Responding to incidents

A. Support workers will respond to incidents according to the following plans. For incidents involving alleged or suspected maltreatment of a child or vulnerable adult, all agency-provider employees will follow the *Policy and Procedure on Reporting and Review of Maltreatment of Vulnerable Adults* or *Policy and Procedure on Reporting and Review of Maltreatment of Minors.*

B. Death of a participant

1. If a participant is found to be unresponsive, support workers will follow the procedures listed under medical emergencies, including calling "911" and giving CPR to the extent they are qualified unless the participant has an advanced directive.
2. If a participant is found to be deceased, support workers will immediately call "911." Support workers will not move the participant's body or anything in the environment and will wait near the participant until first responders or law enforcement arrive.
3. Support workers will follow any instructions provided by the "911" dispatchers and first responders.
4. Support workers will immediately notify a supervising professional at the agency-provider.
5. The supervising professional will notify the participant's representative, legal representative (if any), and case manager or care coordinator (if any) as soon as possible.
6. If agency-provider support workers learn that a participant died during a time services were not being provided, a supervising professional at the agency-provider will ensure that the participant's legal representative, participant representative, and case manager or care coordinator (if applicable) have been notified.

C. Any medical emergency (including serious injury), unexpected serious illness, or significant unexpected change in a participant's illness or medical condition that requires a call to 911, physician treatment, or hospitalization

1. Support workers will first call "911" if they believe that a participant is experiencing a medical emergency (including serious injury), unexpected serious illness, or significant unexpected change in illness or medical condition that may be life threatening and provide any relevant facts and medical history. The support worker will stay on the line following instructions until directed to hang up.
2. Support workers will give first aid and/or CPR to the extent they are qualified, when it is indicated by their best judgment or the "911" dispatcher, unless the participant has an advanced directive.
3. If the participant's condition does not require a call to "911," but prompt medical attention is necessary, support workers will consider the situation as health threatening and will call the participant's physician, licensed health care professional, or urgent care to obtain treatment.
4. Support workers will notify a supervising professional at the agency-provider, who will contact the participant's representative or legal representative to coordinate further care.

D. Any mental health crisis that requires a call to 911 or a mental health crisis intervention team

1. Support workers will implement any crisis prevention plans specific to the participant as a means to de-escalate, minimize, or prevent a crisis from occurring.
2. If a mental health crisis were to occur, support workers will ensure the participant's safety and will not leave the participant alone if possible.
3. Support workers will contact "911," a mental health crisis intervention team, or a similar mental health response team or service when available and appropriate and explain the situation and that the participant is having a mental health crisis.
4. Support workers will follow any instructions provided by the "911" dispatcher or the mental health crisis intervention team contact person.
5. Support workers will notify a supervising professional at the agency-provider, who will contact the participant's representative or legal representative to coordinate further care.

E. An act or situation involving a participant that requires the program to call "911," law enforcement, or the fire department

1. Support workers will contact "911" immediately if there is a situation or act that puts the participant at imminent risk of harm.
2. Support workers will immediately notify a supervising professional at the agency-provider of any "911," law enforcement, or fire department involvement or intervention.
3. If a participant has been the victim of a crime, support workers will follow applicable

policies and procedures for reporting and reviewing maltreatment of vulnerable adults or minors.

4. If a participant has been sexually assaulted, support workers will discourage the participant from bathing, washing, or changing clothing. Support workers will leave the area where the assault took place untouched.
5. If a participant is suspected of committing a crime or participating in unlawful activities, support workers will follow the participant's *CFSS Service Delivery Plan* when possible criminal behavior has been addressed in the plan.
6. If a participant is suspected of committing a crime and the possibility has not been previously addressed, a supervising professional at the agency-provider will determine immediate actions and contact the participant's representative or legal representative, when applicable, to arrange a planning meeting.
7. If a participant is incarcerated, a supervising professional at the agency-provider will provide the police with information regarding vulnerability, challenging behaviors, and medical needs.

F. A participant's unexplained absence

1. Based on the participant's support needs and *CFSS Service Delivery Plan*, support workers will determine when the participant is missing.
2. Support workers will immediately call "911" if the participant is determined to be missing. Support workers will provide the police with information about the participant's appearance, last known location, disabilities, and other information as requested.
3. Support workers will immediately notify a supervising professional at the agency-provider. Together, a more extensive search will be organized, if feasible, by checking locations where the participant may have gone.
4. The supervising professional will continue to monitor the situation until the participant is located.
5. If there is reasonable suspicion that abuse and/or neglect led to or resulted from the unexplained absence, support workers will report immediately in accordance with applicable policies and procedures for reporting and reviewing maltreatment of vulnerable adults or minors.

G. Behavior that creates an imminent risk of harm to the participant or another

1. Support workers will redirect the participant to discontinue the behavior and/or physically place themselves between the aggressor(s) using the least intrusive methods possible in order to de-escalate the situation.
2. Support workers will follow the participant's *CFSS Service Delivery Plan*, including any written methods on how to support the participant with challenging or unsafe behaviors.
3. Support workers will direct the participant being aggressed against to a safe area, if

applicable.

4. If other least restrictive alternatives were ineffective in de-escalating the participant's conduct and immediate intervention is needed to protect the participant or others from imminent risk of physical harm, support workers will call "911."
5. To the extent possible, support workers will visually examine participants for signs of physical injury and document any findings.
6. If the conduct results in injury, support workers will provide necessary treatment according to their training.

Reporting incidents

A. Support workers will immediately notify a supervising professional at the agency-provider that an incident has occurred and follow directions provided. The support workers will document the incident on an *Incident Report* form and include the dates and times that the participant's legal representative, participant representative, and case manager/care coordinator (if applicable) were notified.

B. When the incident involves more than one participant, the agency-provider support workers will not disclose personally identifiable information about any other participant when making the report to each participant, participant representative, or legal representative unless the agency-provider has the consent of the participant and/or legal representative.

C. The agency-provider will maintain information about and report incidents to the participant representative and/or legal representative, when applicable.

9. PARTICIPANT AND WORKER SAFETY IN HOME ENVIRONMENTS

I. PURPOSE

The purpose of this policy is to provide procedures to be used to ensure the safety and well-being of participants and support workers.

II. POLICY

Emergency situations will be dealt with in a responsible manner by all employees involved. The following procedures are guidelines for actions to be taken in the event of an emergency. In emergency situations, support workers must first act to ensure the safety of participants, then at first opportunity notify a supervising professional at the agency-provider. In the event of any emergency situation, the supervising professional will ensure that the participant's representative and/or legal representative, and other team members (if applicable) are notified as soon as possible.

When the seriousness of an illness or injury cannot be definitively assessed by the support worker, they will consult with the participant's representative, a supervising professional at the agency-provider, or a health care professional.

III. PROCEDURE

A. Illness or injury

1. Upon discovering a situation where a participant may be experiencing an illness or injury, the support worker will first observe the scene and the participant to determine if it is safe for the support worker to respond. If the situation is safe, the support worker will check the participant for signs and symptoms of illness or injury. If the scene is not safe, the support worker will call "911."
2. The support worker will observe for signs and symptoms of illness or injury. The support worker will follow the principles of "Check, Call, Care." Signs and symptoms of illness or injury may include but are not limited to:
    a. Evidence of bleeding, fever, bruising, vomiting, coughing, congestion
    b. Changes in breathing, heart rate, skin color, bowel/bladder habits, appetite, behavior, mood, sleeping patterns, seizure pattern, consciousness
    c. Reports of pain, discomfort, dizziness, or itching
    d. Environmental indications that may have led to an illness or injury such as broken glass, an empty medicine container, or indications of a fall
3. The support worker with the participant will determine if an illness or injury is health or life threatening.
4. If it is determined that the illness or injury is life threatening, or if the support worker is unable to determine, the support worker will act with caution and refer to the *Incident Response and Reporting Policy* and follow procedures for medical emergencies.
5. The support worker will respond to illness or injury that is not life threatening by using first aid, as applicable. The support worker will notify a supervising professional at the agency of any illnesses or injuries that have occurred.
6. The support worker should contact a supervising professional at the agency or a health care professional to determine further action to be taken and document both the recommendations and actions taken in the program and health documentation, as applicable.
7. Medical care will be sought on behalf of the participant if the person is unable to do so and the participant's representative is not promptly available.

B. Severe weather conditions and natural disasters

1. At the first sign of severe weather or a natural disaster, including but not limited to high winds, heavy snow or rain, or extreme temperatures, the support worker will confirm

the location and safety of the participant whom they are scheduled to support.
2. The support worker will listen to the radio for current weather conditions.
3. Upon hearing sirens or a take cover warning, the support worker will guide the participant to the designated safe area and will also bring a battery-operated radio, first aid kit, and flashlight, if available.
4. The support worker will assist the participant in staying in the safe area until an all clear is issued through the radio or by other means.
5. If injury or damage occurs, the support worker will notify a supervising professional at the agency and follow the procedures listed above.

C. Fire
1. The support worker will respond immediately to all fire and smoke detector alarms or signs of fire by evacuating the participant from the building and assembling at a designated safe location.
2. The support worker will contain the area of the fire or explosion, if feasible, by closing doors and then will immediately call "911" from a neighbor's telephone or a cell phone to report the fire.
3. The support worker will notify a supervising professional at the agency.
4. The support worker will ensure that the participant does not reenter the home until the police or fire department issue instructions that the home is safe.

10. TRANSPORTATION OF RECIPIENTS/PARTICIPANTS

1. **Policy Statement:** It is the policy of SmartChoice Home Healthcare not to provide transportation to clients.

1. SmartChoice Home Healthcare does not provide transportation for any clients.

2. Our staff are allowed to accompany clients in transportation including but not limited to metro mobility, rideshare, bus, train, or other forms of public transportation.

3. Staff, direct care workers, are not to be the ones in operation of motorized vehicles.

4. All staff will follow procedures to ensure safe transportation, handling, and transfers of the client and any equipment used by the client when assisting with transport, whether or not SmartChoice Home Healthcare is providing the transportation.
    a. Staff will provide assistance with seatbelts, as needed to ensure they are correctly fastened.

b. Staff will assist with the use of any ramp or step stools to ensure safe entry and exit from the vehicle.
c. Staff will ensure all supplies or equipment, including wheelchairs and walkers or other mobility aids used by the client, specialized equipment, using proper vehicle restraints are properly secured before the vehicle is in motion.
d. Staff will comply with all seat belt and child passenger restraint system requirements under
Minnesota Statues, sections 169.685 and 169.686 when transporting a child

5. Staff will be responsible for the supervision and safety of clients while being transported
   a. When the vehicle is in motion, seatbelts are to be worn at all times by all passengers, including the driver and all passengers.
   b. Staff must be prepared to intervene in order to maintain safety if a client being transported engages in behavior that puts the client, the driver or other passengers at risk of immediate danger of physical harm.

6. In the event of severe weather emergency, staff will take the following actions:
   a. Monitor weather conditions and listen to local television or radio or weather-radio for weather warnings and watches.
   b. Follow directions for the need to change plans and activities or to seek emergency shelter.
   c. Inform passengers why plans and activities have changed and assist passengers remain calm.

11. ADMISSION CRITERIA POLICY

I. Policy

It is the policy of this DHS licensed provider, SmartChoice Home Healthcare, to promote continuity of care and this licensed program's knowledge, skill, and ability to meet the service and support needs of persons served by this program.

II. Procedures

A. Pre-admission

Before admitting a person to the program, the Smart Choice must provide the following information to the person or the person's legal representative:

1. Identifies the criteria to be applied in determining whether the program can develop services to meet the needs specified in the person's coordinated service and support plan.

B. Service initiation

1. Rights & Responsibilities

Upon service initiation, SmartChoice Home Healthcare, will provide each person or each person's legal representative with a written notice that identifies the client's rights, and an explanation of those rights within five working days of service initiation and annually thereafter. Reasonable accommodations will be made to provide this information in other formats or languages as needed to facilitate understanding of the rights by the person and the person's legal representative, if any. The program will maintain documentation of the person's or the person's legal representative's receipt of a copy and an explanation of the rights.

3. Availability of program policies and procedures

The program must inform the person, or the person's legal representative, and case manager of the policies and procedures affecting a person's rights, and provide copies of the following policies and procedures, within five working days of service initiation:

- Grievance policy and procedure.
- Service suspension policy and procedure.
- Service termination policy and procedure.
- Emergency use of manual restraints policy and procedure.
- Data privacy.

C. Refusal to admit a person

1. Refusal to admit a person to the program must be based on an evaluation of the person's assessed needs and the licensed provider's lack of capacity to meet the needs of the person.

2. This licensed program must not refuse to admit a person based solely on:

   a. the type of residential services the person is receiving

   b. person's severity of disability;

   c. orthopedic or neurological handicaps;

   d. sight or hearing impairments;

   e. lack of communication skills;

   f. physical disabilities;

   g. toilet habits;

   h. behavioral disorders; or

   i. past failure to make progress.

3. Documentation of the basis of refusal must be provided to the person or the person's legal representative and case manager upon request.

12. DRUG AND ALCOHOL PROHIBITION POLICY

I. Policy

It is the policy of this DHS licensed provider, SmartChoice Home Healthcare LLC (SCHHC), to support a workplace free from the effects of drugs, alcohol, chemicals, and abuse of prescription medications. This policy applies to all of our employees, contractors, subcontractors, and volunteers.

II. Procedures

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 our property (owned or leased), or in our vehicles, machinery, or equipment (owned or leased), and will result in corrective action up to and including 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 corrective action up to and including 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 corrective action up to and including termination.

E. Any employee convicted of criminal drug use or activity must notify SCHHC namely **Nathan Xiong or Jenni Xiong 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 corrective action up to and including termination.

G. The program's designated staff person or administrator will notify the appropriate law enforcement agency when we have reasonable suspicion to believe that an employee may have illegal drugs in his/her possession while on duty during work hours. Where appropriate, we will also notify licensing boards.

Legal Authority: MS §§ 245A.04, subd. 1 (c) and 14

13. SERVICE TERMINATION POLICY

I. Policy

It is the policy of this DHS licensed provider, SmartChoice Home Healthcare LLC, to ensure our procedures for service termination promote continuity of care and service coordination for persons receiving services (Legal Authority: Minnesota Statutes, section 245D.10).

II. Procedures

A. SmartChoice Home Healthcare must permit each person to remain in the program and must not terminate services unless:

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

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

1. Action taken by the license holder must include, at a minimum:
   a. Consultation with the person's support team or expanded support team to identify and resolve issues leading to the issuance of the notice; and
   b. A request to the case manager for intervention services, including behavioral support services, in-home or out-of-home crisis respite services, specialist services, or other professional consultation or intervention services to support the person in the program.

      The request for intervention services will not be made for service termination notices issued because the program has not been paid for services.

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

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

7. SmartChoice Home Healthcare must notify the person or the person's legal representative and the case manager in writing of the intended service termination.
8. If the service termination is from residential supports and services, including supported living services, foster care services, or residential services in a supervised living facility, including an ICF/DD, the license holder must also notify the Department of Human Services in writing. DHS notification will be provided by fax at 651-431-7406.
9. The written notice of a proposed service termination must include all of the following elements:
    a. The reason for the action;
    b. A summary of actions taken to minimize or eliminate the need for service termination or temporary service suspension, and why these measures failed to prevent the termination or suspension. A summary of actions is not required when service termination is a result of the when the program ceasing operation;
    c. The person's right to appeal the termination of services under Minnesota Statutes, section 256.045, subdivision 3, paragraph (a); and
    d. The person's right to seek a temporary order staying the termination of services according to the procedures in section 256.045, subdivision 4a or 6, paragraph (c).
10. The written notice of a proposed service termination, including those situations which began with a temporary service suspension, must be given before the proposed effective date of service termination.
    a. For those persons receiving intensive supports and services, the notice must be provided at least 60 days before the proposed effective date of service termination.
    b. For those persons receiving other services, the notice must be provided at least 30 days before the proposed effective date of service termination.
5. This notice may be given in conjunction with a notice of temporary service suspension.

D. During the service termination notice period, the SmartChoice Home Healthcare must:

1. Work with the support team or expanded support team to develop reasonable alternatives to protect the person and others and to support continuity of care;
2. Provide information requested by the person or case manager; and
3. Maintain information about the service termination, including the written notice of intended service termination, in the person's record.

14. TEMPORARY SERVICE SUSPENSION POLICY

I. Policy

It is the policy of this DHS licensed provider, SmartChoice Home Healthcare LLC, to ensure our procedures for temporary service suspension promote continuity of care and service coordination for persons receiving services.

II. Procedures

A. SmartChoice Home Healthcare will limit temporary service suspension to the following situations:

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

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

1. Action taken by the program must include , at a minimum:
   a. Consultation with the person's support team or expanded support team to identify and resolve issues leading to issuance of the notice; and
   b. A request to the case manager for intervention services identified, including behavioral support services, in-home or out-of-home crisis respite services, specialist services, or other professional consultation or intervention services to support the person in the program.
2. If, based on the best interests of the person, the circumstances at the time of the notice were such that the program unable to consult with the person's team or request interventions services, the program must document the specific circumstances and the reason for being unable to do so.

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

1. SmartChoice Home HealthCare must notify the person or the person's legal representative and the case manager in writing of the intended temporary service suspension.

2. If the temporary service suspension is from residential supports and services, including supported living services, foster care services, or residential services in a supervised living facility, including and ICF/DD, the program must also notify the Commissioner in writing. DHS notification will be provided by fax at 651-431-7406.
3. Notice of temporary service suspension must be given on the first day of the service suspension.
4. The written notice service suspension must include the following elements:
   a. The reason for the action;
   b. A summary of actions taken to minimize or eliminate the need for temporary service suspension; and
   c. Why these measures failed to prevent the suspension.
5. During the temporary suspension period the program must:
   a. Provide information requested by the person or case manager;
   b. Work with the support team or expanded support team to develop reasonable alternatives to protect the person and others and to support continuity of care; and
   c. Maintain information about the service suspension, including the written notice of temporary service suspension in the person's record.

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

1. Based on a review by the person's support team or expanded support team, the person no longer poses an imminent risk of physical harm to self or others, the person has a right to return to receiving services.
2. If, at the time of the service suspension or at any time during the suspension, the person is receiving treatment related to the conduct that resulted in the service suspension, the support team or expanded support team must consider the recommendation of the licensed health professional, mental health professional, or other licensed professional involved in the person's care or treatment when determining whether the person no longer poses an imminent risk of physical harm to self or others and can return to the program.
3. If the support team or expanded support team makes a determination that is contrary to the recommendation of a licensed professional treating the person, the program must document the specific reasons why a contrary decision was made.

15. PREVENTION OF ILLNESS AND COMMUNICABLE DISEASES

I. PURPOSE

The purpose of this policy is to provide procedures that will promote the health of support workers and the participants through sanitary practices.

II. POLICY

SmartChoice Home Healthcare, hereafter referred to as "agency-provider." It is the policy of the agency-provider to minimize the transmission of illness, infections, and communicable diseases by practicing and using proper hygiene practices. Support workers will be educated on these procedures and general infection control procedures. This includes active methods to minimize the risk of contracting illness or disease through person to person contact or person to contaminated surface contact as well as universal precautions to prevent the spread of blood borne pathogens. All procedures contained within this policy are intended to minimize and prevent the spreading of infection and communicable diseases. If an infection or a communicable disease were to be identified, the company will follow the control and investigation practices and guidelines established by the U.S. Centers for Disease Control and Prevention, nationally recognized guidelines, and applicable federal and state regulations.

III. PROCEDURE

A. Care and sanitation
   1. Support workers will follow proper food handling and storage procedures including, but not limited to, using appropriate cooking temperatures, food storage containers, and refrigeration if helping a participant in this way.
   2. Food and drink will not be stored in areas where bodily fluids, hazardous materials, and harmful substances may be present (such as in bathrooms).
   3. Medications are stored according to the participant's *CFSS Service Delivery Plan*.

B. Infection control and blood borne pathogens
   1. Hand washing is the single most important practice for preventing the spread of disease and infection. Proper hand washing will be completed as a part of regular work practice and routine, regardless of the presence or absence of any recognized disease and infection. Support workers are also expected to assist participants to ensure regular hand washing according to the participant's needs.
   2. Gloves will be used as a barrier between hands and any potential source of infection. Gloves must be worn when contact with high-risk bodily fluids can be reasonably anticipated. Fresh gloves will be provided by the participant or participant's representative for support workers to use.
   3. Eye protection or gowns may be made available whenever splashes, drops, or higher volumes of high-risk bodily fluids are anticipated. This can include, but is not limited to, oral hygiene procedures and the cleanup of large amounts of high-risk bodily fluids.

Personal protective equipment, if deemed necessary, is also to be provided to support workers by the participant or participant's representative.

4. When handling linen and clothing contaminated with high-risk bodily fluids, employees will wear gloves at all times. Contaminated laundry will be cleaned in the washing machine and dried in the dryer separate from non-contaminated laundry.
5. Employees are to use extreme, deliberate precautions in handling contaminated needles and sharps. Contaminated needles will not be bent or recapped. All needles and sharps will be disposed of in an appropriate sharps container.

C. Compliance
   1. Employees are responsible to adhere to universal precaution procedures. If there are obstacles to the implementation of universal precaution procedures, they will be immediately brought to the attention of a supervising professional at the agency-provider. The supervising professional will then develop and implement solutions as necessary.
   2. At a minimum, gloves and disinfectants will be available at the participant's home and provided by them for support workers.
   3. Support workers will receive training, at time of hire on universal precaution procedures, infection control, and blood borne pathogens.

D. Identification and investigation of U.S. Centers for Disease Control and Prevention identified infections or communicable diseases
   1. Support workers will monitor changes in the participant's physical, mental, and emotional condition if an infection or communicable disease is known.
   2. A supervising professional at the agency-provider will be contacted regarding the concern of possible infection or communicable disease and if necessary, a visit to the participant's licensed health care provider will be recommended.
   3. All practices and guidelines will be followed if provided by the licensed health care provider or the U.S. Centers for Disease Control and Prevention if an investigation is directed as a result of an identified infection or communicable disease and as directed by the *CFSS Service Delivery Plan*.

16. EMERGENCY USE OF MANUAL RESTRAINTS

I. Policy

It is the policy of SmartChoice Home Healthcare to promote the rights of persons served by our organization 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:

1. Shift the focus by verbally redirecting the person to an alternative activity.
2. Reinforce appropriate behavior.
3. Model desired behavior.
4. Offer choices, including activities that are relaxing and enjoyable to the person.
5. Offer choices, including activities that are relaxing and enjoyable to the person.
6. Use positive verbal guidance and feedback.
7. Actively listen to a person and validate their feelings.
8. Create a calm environment by reducing sound, lights, and other factors that may agitate the person.
9. Speak in a low, calm voice and show no emotion.
10. Do not argue. Do not command. Do not demand. Do not disagree. Be respectful.
11. Listen carefully to what the person is saying – respond to the problem not the words.
12. Continue to talk and listen and wait. Stay in there with the individual.
13. Stand slightly to the side in a face-to-face position
14. Be careful not to corner the person
15. Respect the person's need for physical space and/or privacy
16. Leave the area as soon as it is safe to do so

B. SmartChoice Home Healthcare, if needed, 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 III 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
4. Phase out any existing plans for the emergency or programmatic use of aversive or deprivation procedures 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 this agency. 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 persons with no resistance from that person
   2. Protect a person known to be at risk or 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
   4. Briefly 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

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

   1. Allow a licensed healthcare professional to safely conduct a medical examination or to provide medical treatment ordered by a licensed healthcare professional to a person necessary to promote healing or recovery from an acute, meaning short-term, medical condition;
   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.

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 this agency:

A. Chemical restraint

B. Mechanical restraint
C. Manual Restraint
D. Time out
E. Seclusion
F. Any aversive or derivation procedure

V. Manual Restraints not allowed in Emergencies

A. This agency does not allow the emergency use of manual restraint.
B. SmartChoice Home Healthcare 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. This agency will complete an assessment of whether the allowed procedures are contraindicated for each person receiving service.

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
    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 the physical harm
    2. The person is engaging in verbal aggression with staff or others
    3. A person's refusal to receive or participate in treatment or programming

VII. Restrictions when implementing Emergency Use of Manual Restraint

A. 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 this agency;
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 this agency;
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; or
10. Apply back or chest pressure while a person is in a prone or supine (meaning a face-up) position.

VIII. Reporting Emergency Use of Manual Restraint

A. Within 24 hours of an emergency use of manual restraint, the legal representative and the case manager must receive verbal notification of the occurrence. 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 SmartChoice Home Healthcare has the consent of the person.

B. Within 3 calendar days after an emergency use of a manual restraint, the staff person who implemented the emergency use must report in writing to the agency'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;
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.

IX. Internal Review of Emergency Use of Manual Restraint

A. Within 5 business days after the date of the emergency use of a manual restraint, SmartChoice Home Healthcare 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;
6. There is a need for corrective action by SmartChoice Home Healthcare to protect the health and safety of persons.

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

D. The corrective action plan, if any, must be implemented within 30 days of the internal review being completed.

E. SmartChoice Home Healthcare has identified its agency administrator as the person responsible for conducting the internal review and for ensuring that corrective action is taken, when determined necessary.

17. DATA PRIVACY & SECURITY

I. PURPOSE

The purpose of this policy is to establish guidelines that promote participant rights by ensuring data privacy and record confidentiality of participants.

II. POLICY

According to MN Statutes, section 256B.85, subdivision 20c, participants receiving CFSS from an agency-provider or through a Financial Management Services (FMS) provider have protection-related rights that include the rights to:

- Have personal, financial, and medical information kept private, and be advised of disclosure of this information by the agency-provider or FMS provider and the agency-provider's or FMS provider's policies and procedures regarding data privacy.
- Access records and recorded information about the participant in accordance with applicable state and federal law, regulation, or rule.

Orientation to the participant, participant's representative, and/or legal representative will be completed at service initiation and as needed thereafter. This orientation will include an explanation of this policy and their rights regarding data privacy. Upon explanation, a representative from the agency-provider will document that this notification occurred and that a copy of this policy was reviewed.

SmartChoice Home Home Healthcare, hereafter referred to as "agency-provider." This agency-provider encourages data privacy in all areas of practice and will implement measures to ensure that data privacy is upheld according to MN Government Data Practices Act, section 13.46. The agency-provider will also follow guidelines for data privacy as set forth in the Health Insurance Portability and Accountability Act (HIPAA) to the extent the agency-provider performs a function or activity involving the use of protected health information and HIPAA's implementing regulations, Code of Federal Regulations, title 45, parts 160-164, and all applicable requirements. The Administrator or CEO will exercise the responsibility and duties of the "responsible authority" for all program data, as defined in the Minnesota Data Practices, MN Statutes, chapter 13. Data privacy will hold to the standard of "minimum necessary" which entails limiting protected health information to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request.

III. PROCEDURE

Access to records and recorded information and authorizations

A. The participant, participant's representative, and/or legal representative have full access to their records and recorded information that is maintained, collected, stored, or disseminated by the agency. Private data are records or recorded information that includes personal, financial, service, health, and medical information.

B. Access to private data in written or oral format is limited to authorized persons. The

following agency personnel may have immediate access to a participant's private data only for the relevant and necessary purposes to carry out their duties as directed by the *CFSS Service Delivery Plan*:

1. Executive personnel
2. Administrative personnel
3. Financial personnel
4. Management personnel
5. Support workers

C. The following entities also have access to participant's private data as authorized by applicable state or federal laws, regulations, or rules:
   1. Case manager or care coordinator
   2. Minnesota Department of Human Services and/or Minnesota Department of Health
   3. County of Financial Responsibility or the County of Residence's Social Services
   4. The Ombudsman for Mental Health or Developmental Disabilities
   5. US Department of Health and Human Services
   6. Social Security Administration
   7. State departments including Department of Employment and Economic Development (DEED), Department of Education, and Department of Revenue
   8. County, state, or federal auditors
   9. Adult or Child Protection units and investigators
   10. Law enforcement personnel or attorneys related to an investigation
   11. Various county or state agencies related to funding, support, or protection of the participant
   12. Other entities or individuals authorized by law

D. The agency will obtain authorization to release information of participants when consultants, sub-contractors, or volunteers are working with the agency-provider to the extent necessary to carry out the necessary duties.

E. Other entities or individuals not previously listed who have obtained written authorization from the participant, participant's representative, and/or legal representative have access to written and oral information as detailed within that authorization. This includes other licensed caregivers or health care providers as directed by the release of information.

F. Information will be disclosed to appropriate parties in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the participant,

or other individuals. The agency-provider will ensure the documentation of the following:

1. The nature of the emergency
2. The type of information disclosed
3. To whom the information was disclosed
4. How the information was used to respond to the emergency
5. When and how the participant, participant's representative, and/or legal representative was informed of the disclosed information

G. All authorizations or written releases of information will be maintained in the participant's record. In addition, all requests made to review data, have copies, or make alterations, as stated below, will be recorded in the participant's record including:
   1. Date and time of the activity
   2. Who accessed or reviewed the records
   3. If any copies were requested and provided

Request for records or recorded information to be altered or copies

A. The participant, participant's representative, and/or legal representative has the right to request that their records or recorded information and documentation be altered and/or to request copies.

B. If the participant, participant's representative, and/or legal representative objects to the accuracy of any information, the support worker will ask that they put their objections in writing with an explanation as to why the information is incorrect or incomplete.
   1. The written objections will be submitted to the Director of Operations who will make a decision in regard to any possible changes.
   2. A copy of the written objection will be retained in the participant's record.
   3. If the objection is determined to be valid and approval for correction is obtained, a supervising professional at the agency-provider will correct the information and notify the participant, participant's representative, and/or legal representative and provide a copy of the correction.
   4. If no changes are made and distribution of the disputed information is required, the agency-provider will ensure that the objection accompanies the information as distributed, either orally or in writing.

C. If the participant, participant's representative, and/or legal representative disagrees with the resolution of the issue, they will be encouraged to follow the procedures outlined in the *Policy and Procedure on Grievances.*

Security of information

A. A record of current services provided to each participant will be maintained on the premises where the services are provided or coordinated. Records will be maintained at the agency-provider's program office. Files will not be removed from the premises without valid reasons and security of those files will be maintained at all times.
B. The agency-provider's supervising professionals will ensure that all information for participants is secure and protected from loss, tampering, or unauthorized disclosures. This includes information stored electronically for which a unique password and user identification is required.
C. No participant, participant's representative, and/or legal representative, personnel, or anyone else may permanently remove or destroy any portion of the participant's record.
D. The agency-provider and its personnel will not disclose personally identifiable information about any other participant when making a report to each participant, participant's representative, and/or legal representative and case manager unless the agency has the consent of the participant. This also includes the use of other participant's information in another participant's record.
E. Written and verbal exchanges of information regarding participants are considered to be private and will be done in a manner that preserves confidentiality, protects their data privacy, and respects their dignity.
F. All personnel will receive training at orientation on this policy and their responsibilities related to complying with data privacy practices.

SANCTIONS FOR VIOLATING PRIVACY AND

SECURITY POLICIES AND PROCEDURES

POLICY:

1. Members of the SmartChoice Home Healthcare *workforce* are subject to disciplinary action for violation of these policies and procedures. Disciplinary action is utilized in order to hold workforce members accountable for their behavior as it relates to the use and disclosure of protected health information, including the application of the minimum necessary concept. Violations that jeopardize the privacy or security of PHI are particularly serious. This seriousness is reflected in the nature of the disciplinary action, up to and including termination of employment.

Contact Information SmartChoice Home Healthcare LLC

ATTN: Nathan T Xiong

Address: 2353 Rice Street, Suite 139, Roseville, MN 55113

Phone: (651) 210-7716

Email: nthhcare@gmail.com

18. MARKETING PRACTICES

I. PURPOSE

The purpose of this policy is to establish guidelines for marketing practices for the CFSS agency-provider according to regulatory standards.

II. POLICY

SmartChoice Home Healthcare, this CFSS agency-provider will document their marketing practices and costs. No incentive or bonus to a current or potential participant to choose or maintain the agency-provider's services may be offered at any time. This agency-provider will not initiate direct contact or market CFSS services to potential participants, guardians, family members, or participant representatives.

III. PROCEDURE

A. Direct contact is any initiation of communication for the purpose of recruiting participants. This includes contact via:
   1. U.S. Mail
   2. Telephone or text message
   3. Email or fax
   4. Social media, including social media group targeting, tagging, friend, contact or follow request
   5. In person conversations
   6. A person acting on behalf of the agency to solicit referrals

B. CFSS agency-providers may market their services to the general public so the public may seek out the agency-provider for education and services. The following mass marketing methods may be used:
   1. Billboards and signs
   2. Banners
   3. Educational event booths
   4. Internet advertisements and websites
   5. Advertisement tents on tables
   6. Print advertisements such as magazines, brochure, posters, bulletins, newspapers
   7. TV and radio
   8. Social media posts
   9. Stickers and buttons
   10. U.S. Mail such as letters, brochures, or postcards
   11. Mailings to specific people who have previously expressed interest (by initiating direct contact) in CFSS services

C. Copies of marketing materials are found in the main office of the CFSS agency-provider and are maintained by the agency-provider's designated administrative personnel.
D. The CFSS agency-provider keeps record of marketing and advertising activities, materials, and associated costs.

19. ANTI-FRAUD POLICY

I. PURPOSE

The purpose of this policy is to provide information regarding the prevention, elimination, monitoring, and reporting of fraud, abuse, and improper activities of government funding in order to obtain and maintain integrity of public funds.

II. POLICY

An agency who has enrolled to receive public governmental funding reimbursement for services is required to comply with the enrollment requirements. The agency-provider, SmartChoice Home Healthcare, is a provider of services to persons whose services are funded by government/public funds.

Government funds may be from state or federal governments, to include, but not be limited to Medicaid and Medicare. The agency-provider will have fair and truthful dealing with participants, participant representatives, and/or legal representatives, families, health professionals, and other businesses. Management, supervising personnel, support workers, contractors, and other agents shall not engage in any acts of fraud, waste, or abuse in any matter concerning the agency-provider’s business, mission, or funds.

III. PROCEDURE

A. Definition: Types of fraud, or improper activities include, but are not limited to, the following:
    1. Billing for services not actually provided
    2. Documenting care not actually provided
    3. Paying phantom vendors or phantom employee
    4. Paying a vendor for services not actually provided
    5. Paying an invoice known to be false
    6. Accepting or soliciting kickbacks or illegal inducements from vendors of services or offering or paying kickbacks or illegal inducements to vendors of services
    7. Paying or offering gifts, money, remuneration, or free services to entice a Medicaid recipient to use a particular vendor
    8. Using Medicaid reimbursement to pay a personal expense
    9. Embezzling from the agency

10. Ordering and charging over-utilized medical services that are not necessary for the participant
11. Corruption
12. Conversion (converting property or supplies owned by the agency to personal use)
13. Misappropriation of funds of the agency or participants
14. Personal loans to executives
15. Illegal orders

B. The agency-provider Designated Billing Person is responsible for following Minnesota Health Care Programs (MHCP) billing policies and procedures. The agency-provider must ensure the designated billing staff complete training determined by the commissioner. CFSS agency-providers must report changes of the designated biller to MHCP immediately.

C. Reporting responsibility: The agency-provider has an open-door policy and encourages people to report errors and suspected fraud. In most cases, this will be an agency-provider's supervising professional. However, if the employee is not comfortable speaking with a supervising professional or is not satisfied with the response, the employee is encouraged to speak with the Designated Billing Person. If the employee is not comfortable speaking with the Designated Billing Person, the employee is encouraged to speak with the owner or executive officer. At any time, the employee may report suspected fraud to DHS Provider and Billing Fraud Hotline at 651-431-2650, 800-657-3750, or fraudhotline.dhs.mn.gov. This policy is intended to encourage and enable individuals to raise serious concerns within the agency-provider prior to seeking resolution outside it.

D. Requirement of good faith: Anyone filing a complaint concerning a violation or suspected violation of the law or regulation requirements must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

E. Confidentiality: Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

F. No retaliation: No employee who in good faith reports a violation of a law or regulation requirements will suffer harassment, retaliation, or adverse employment consequences. An

employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment.

G. Report acknowledgement: The Designated Billing Person, or designee, will acknowledge receipt of the reported violation or suspected violation by writing a letter (or email) to the complainant within ten (10) business days, noting that the allegations will be investigated.

H. Responding to allegations of improper conduct: The Designated Billing Person is responsible for responding to allegations of improper conduct related to the provision or billing of Medical Assistance services. This may include, but is not limited to investigating, interviewing applicable individuals involved, reviewing documents, asking for additional assistance, seeking input on the process of the investigation, or seeking input on Medical Assistance laws and regulations interpretations to address all employee complaints and allegations concerning potential violations. The owner or an executive officer will take on functions of the Designated Billing Person role if the complaint involves the Designated Billing Person. If the complaint involves both the owner or executive officer and Designated Billing Person, outside legal counsel or an applicable external agency will carry out the functions of the Designated Billing Person. The Designated Billing Person or its designee will implement corrective action to remediate any resulting problems.

I. Evaluation and monitoring for internal compliance: On a regular schedule and as needed, the Designated Billing Person, or its designee, will run routine financial reports to review financial information for accuracy and compliance. On a regular schedule and as needed, the Designated Billing Person, or its designee, will review standard operations and procedures to ensure that they remain compliant.

J. Promptly reporting errors: The Designated Billing Person shall immediately notify appropriate individuals of all reported concerns or complaints regarding corporate accounting practices, internal controls, or auditing. This may include the owner or executive officer. The Designated Billing Person will promptly report to DHS any identified violations of Medical Assistance laws or regulations.

K. Recovery of overpayment: Within 60 days of discovery by the agency of a Medical Assistance reimbursement overpayment, a report of the overpayment to DHS will be completed and arrangements made with DHS for the Department's recovery of the overpayment.

L. Training: Employees are trained on this policy as needed and may need to demonstrate an understanding of the implementation of this policy as determined by the agency-provider.

20. SAFE MEDICATION/HIGH RISK

MEDICAL AND BEHAVIORAL HEALTH SERVICES

1. Health-related procedures and tasks include the following covered services:

a. Range of motion and passive exercise to maintain a recipient's strength and muscle functioning;

b. Assistance with self-administered medication including reminders to take medication, bringing medication to the recipient, and assistance with opening medication under the direction of the recipient or responsible party;

c. Interventions for seizure disorders, including monitoring and observation;

d. Other activities considered within the scope of the personal care service and meeting the definition of health-related procedures and tasks.

2. Employees may provide health-related procedures and tasks associated with the complex health-related needs of a recipient:

a. If the procedures and tasks meet the definition of health-related procedures above;

b. The employee has been trained by a qualified professional and has demonstrated competency to safely complete the procedures and tasks.

BEHAVIORAL HEALTH SERVICES

c. Employees may observe and redirect the recipient for episodes where there is a need for redirection due to behaviors. Training of the personal care assistant must occur based on the needs of the recipient, the personal care assistance care plan, and any other support services provided.

21. CONFIDENTIALITY AND NON-SOLICITATION/EMPLOYEES & CONTRACTORS

2. All recipient and company information is confidential and should be handled as such. Information about a recipient may be discussed with SmartChoice Home Healthcare and PCAs/CFSS workers working with the recipient for purposes of assuring the recipient's welfare and best interest. Information should not be discussed openly outside of the company regarding a specific recipient for any reason. Company information including trade practices, trade secrets,

customer lists, policies and procedures, or processes should not be discussed with any person outside of the company.

3. For a period of two years following the termination of Employee's employment, Employee will not solicit business from Employer's existing customers or existing sources of business or in any other way induce Employer's existing customers and existing sources of business to cease doing business with Employer.
4. During the term of his/her employment and for two years following the termination of Employee's employment, Employee will not solicit any of Employer's employees to leave the employer of the Employer and/or to be employed by any other person or entity.
5. Employee acknowledges that the provisions of this agreement are of particular importance for the protection and promotion of Employer's existing and future interests and that in the event of any breach of this agreement, a claim for monetary damages may not constitute an adequate remedy. Employee therefore agrees that, in the event of a breach or a threatened breach by Employee of this agreement, the Employer may apply to any court of competent jurisdiction for injunctive or other relief, and Employee will not object to the form of the action to the form of relief sought in any such action. Should Employer be required to enforce the provision of this agreement in any judicial proceeding, the Employee will be responsible for the payment of all of Employer's costs, including attorney's fees, should the employer prevail.
6. If any portion of this agreement is found by a court of competent jurisdiction to be unenforceable, the parties consent to the enforcement of the provisions of this Article to the maximum extent permitted by law.
7. The provisions of this Article will survive the termination of Employee's employment by Employer.

22. CONSENT TO ELECTRONIC DELIVERY

This policy describes how SmartChoice Home Health Care delivers communications to you electronically. We may amend this policy at any time by posting a revised version on our website. The revised version will be effective at the time we post it. In addition, if the revised version includes a substantial change, we will provide you with notice by mailing you notice of the change at your address on file (Legal Authority: (MN Statutes 60A.139, 325L).

Electronic delivery of communications:

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

- agreements and policies you agree to (e.g., SmartChoice Home Healthcare company policies and procedures), including updates to these policies;
- annual notices,
- care plans or PCA/CFSS workers timesheets;

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

Hardware and software requirements:

In order to access and retain electronic Communications, you will need the following computer hardware and software:

- a computer with an Internet connection;
- Adobe Acrobat Reader;
- a valid email address (your primary email address on file with SmartChoice Home Healthcare);
- sufficient storage space to save past Communications or an installed printer to print them.

Requesting paper copies of electronic Communications:

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

23. EMPLOYEE HANDBOOK

Welcome to SmartChoice Home Healthcare LLC

2353 Rice Street, #139
Roseville, MN 55113
651-203-7998

CFSS Employee Handbook

Mission: SmartChoice Home Healthcare exists to provide quality and transparent in-home care for the most vulnerable.

Updated by Nathan Xiong, March 1, 2026

Purpose of Employee Handbook

This Personnel Handbook contains a summary of the policies and guidelines in effect at SmartChoice Home Healthcare Home Care as of June 3, 2025. This handbook is to be used as a guide by all SmartChoice Home Healthcare Home Care employees and is not intended to create any contract of employment. Employees of SmartChoice Home Healthcare Home Care are considered "at will." This means that the employee may terminate the employment relationship at any time for any reason or no reason upon proper notification. SmartChoice Home Healthcare Home Care also is free to terminate the employment of an employee at any time and for any reason that does not violate local, state or federal law with or without notice.

These policies are subject to change at any time with or without prior notice. The handbook will then be updated as soon as possible.

Equal Opportunity Employer

It is the policy of SmartChoice Home Healthcare Home Care to treat all employees in the same manner without regard to race, color, religion, age, gender, sexual orientation, national origin or handicap. The same requirements are applied to all. Eligible employees are hired without regard to race, color, religion, age, gender, sexual orientation, national origin or handicap.

Before employment, the following are completed on all employees:

- Reference Check
- Verification of licensure/competency
- Completion of Criminal Background Checks
- Proof of freedom from communicable disease

Any prospective or current employee who does not pass a criminal background checks, including the OIG and state exclusion lists, will not be eligible for employment with SmartChoice Home Healthcare Home Care.

Orientation and Probation

Newly hired employees will complete an orientation program during which time you will learn the primary responsibilities of your job. If SmartChoice Home Healthcare Home Care determines that you are not meeting the required standards, your orientation and probation may be extended or your employment may be terminated. All employees are considered probationary for the first 520 hours of employment.

Harassment

SmartChoice Home Healthcare Home Care believes that every employee is entitled to a working environment free of verbal, physical, visual, or other harassment because of sex, age, color, creed, national origin, physical features, sexual orientation, handicap or veteran status.

Harassment includes, but is not limited to, any verbal, written, visual, sexually explicit language or gestures, or physical acts that are offensive in nature, intimidating, unwelcome, or that could reasonably be taken as objectionable. Employees who raise a complaint about harassment are assured that they will not be retaliated against. If you feel that you have been the subject of any form of harassment, you should immediately report the alleged act to a supervisor. The administrator will investigate immediately and will, when justified, take prompt and appropriate corrective action.

Confidentiality

As an employee of SmartChoice Home Healthcare Home Care, you have a moral and legal obligation to respect the confidentiality of clients and family members**.** The trust among a client, the organization and employees must never be broken.

Confidential information includes: client/family names, medical records, business, financial and employee information. It may be written, verbal, or computerized.

Information about clients and their illness, regardless of the source, may not be released to anyone without proper written authorization or professional need to know for the purpose of performing job duties.

Employees shall keep all their time cards, documentation and other information regarding clients out of anyone else's sight, including fellow employees, friends, family and other clients. Never keep documents where anyone else can access them. Never discuss the name of any client with whom you have worked in the past or with whom you are currently working with other clients. Please maintain confidentiality when calling the SmartChoice Home Healthcare Home Care from your cell phone or your own home. You should never let anyone know the names of the clients.

Employee discussion, gossip, careless remarks or idle chatter, in or out of SmartChoice Home Healthcare Home Care or any other inappropriate release of information concerning clients or co-workers is a breach of confidentiality and will be grounds for immediate dismissal.

Employee Evaluations

All clinical staff receive regular written evaluations. Evaluations are based on performance consistent with the job description and personnel policies.

All licensed personnel must provide proof of current state licensure.

Appearance/Dress Code

Each employee is expected to be well groomed at all times. Cleanliness and personal appearance are especially important. Fingernails should be kept short and filed to prevent injury to clients.

Clean and proper modest attire is to be worn. Comfortable clothes should be worn during the winter months, as clients tend to keep temperatures warm in their homes. Only short jewelry should be worn. Rings should be limited to wedding bands.

Name tags will be issued and should be worn at all times while working.

Charting

No staff may chart for another. Staff should only chart activities and direct observations. When charting a narrative note, include full name and title.

Employee Health

All health care personnel may present evidence of freedom from tuberculosis (TB) by the first day of employment. The evidence may include documentation of a negative two-step Mantoux or chest x-ray with evidence of a prior positive Mantoux. Any employee who suspects a communicable disease must discuss the situation prior to work that day.

Sick call messages should not be left on voice mail. A four-hour advance notice is requested for sick calls. Late notice may be grounds for disciplinary action and possible termination, if repeated.

Work-Related Injury

Employees who are injured while working for SmartChoice Home Healthcare Home Care should notify their supervisor immediately. An Incident Report and First Report of Injury should be completed. The employee should see the physician as soon as possible. Once you are cleared to work, you will need to have the physician complete a return to work form.

Gift and Gratuity Policy

It is the policy of SmartChoice Home Healthcare Home Care that no employee shall take or receive any gift of money or material objects of significant monetary value (over $50) from clients. However, an employee may accept a small gift of candy or cup of coffee with a client.

Restricted Activities

According to state law and company policy, employees of SmartChoice Home Healthcare Home Care may not serve as Powers of Attorney, guardians or conservators of clients.

No Smoking Policy

Staff may not smoke in the clients' homes, on their property nor in the presence of a client.

Substance Abuse

Staff members may not abuse or work under the influence of a chemical, alcohol or any other drug that impairs the employee's ability to provide services or care. Review the Drug and Alcohol Prohibition policy. Employees found to be under the influence of an illegal or narcotic medication will be disciplined according to the Disciplinary Procedure and/or Termination Policy.

Payroll

Paychecks are issued according to the schedule provided. If employees do not pick up their paychecks at the office, they will be mailed on the following day. Please allow 2-3 days for delivery by the postal service.

Timecards

Timecards are due according to the schedule provided. Please total the hours and sign the timecard.

Overtime

Overtime is paid after 40 hours/week at a rate of 1½ times the regular rate of pay. Overtime will not be paid for over 8 hours/day. All overtime must be approved by a supervisor before working.

Lactation and Pregnancy Accommodations

Nursing mothers who need to express milk may have reasonable break times each day. The break time may run concurrently with allowed break times. A clean, private and secure room shielded from public view and free from intrusion from other coworkers or the public will be provided (not a bathroom) for the mother to use. This location includes an electrical outlet.
Pregnant employees are provided with more frequent or longer restroom, food and water breaks as well as a temporary leave of absence, modification in work schedule or job assignments, seating and limits to heavy lifting.

Leaves of Absences

Maternity Policy: Employees who are pregnant must bring a written statement from their physician after each visit indicating continued work will not be hazardous to their health or that of the baby. Leaves shall be granted without pay with full return to work arranged at the request of the employee.

FMLA Policy (for agencies with one (1) or more employees): In order for employees to receive up to 12 weeks of time away from work, leaves of absence without pay may be granted. An employee must be employed for at least 12 calendar months and have worked 1250 hours in the last 12 months prior to the leave.

These are categorized into three subsections:

1. Family Leave: The birth of a child of the employee or the placement of a child for adoption or foster care with the employee. A total of 12 weeks of leave are available during any 12-month period. The leave is not to be taken intermittently or on a reduced schedule unless mutually agreed upon by SmartChoice Home Healthcare Home Care and the employee.

2. Family Leave: The serious health condition of an employee, spouse, son, daughter, or parent that requires the employee's care. A total of 12 weeks of leave are available during any 12-month period. The leave may be taken intermittently or on a reduced leave schedule when medically necessary.

3. Medical Leave: The serious health condition that makes the employee unable to perform the functions of his/her position. A total of 12 weeks of leave are available during any 12-month period. The leave may be taken intermittently or on a reduced leave schedule when medically necessary.

The procedure to take a leave is as follows:

1. The employee must submit a written request for a leave of absence to the Administrator.
2. The employee will provide medical certification as to the nature and expected duration of the health condition that has created the need for leave.

3. The Administrator will assure that all paperwork is completed correctly and will consult with the employee regarding the return date as it applies to the medical leave. No positions will be guaranteed after the 12-week leave if the employee is able to return to work.

Jury Duty: If an employee is called for jury duty, a paid leave will be granted. SmartChoice Home Healthcare Home Care will reimburse the employee the difference between his or her regular salary and the fees received for jury duty.

Funeral Leave: A leave of absence for up to three (3) days may be granted by the Administrator in case of a death within the employee's family.

Request for Time Off: A personal leave of absence without pay may be granted if approved by the Administrator. The decision of whether to grant a leave or an extension of a leave is at sole discretion of SmartChoice Home Healthcare Home Care.

Smartchoice Home Healthcare provides up to 48 hours of paid sick and leave time, occurring at 1 hour for every 30 hours worked. If it is not used, it will be carried over to the next year. Payout will not occur without employee request.

Termination

A two-week notice of termination is requested. If an emergency arises, a shorter notice may be agreed upon between the Administrator and employee. An employee who resigns without prejudice and who has a satisfactory record may be entitled to re-employment. No recommendation will be furnished for an employee who terminates with prejudice or for disciplinary reasons. The employment relationship is "at will".

If an employee is absent from work for more than three consecutive days without notifying SmartChoice Home Healthcare Home Care, he or she will be considered to have abandoned the job. This will be recorded as a voluntary resignation without possibility of rehire.

Evidence of any of the following is grounds for immediate termination with valid circumstantial data. The Administrator may use the event for strong disciplinary action rather than termination.

- Dishonesty
- Neglect or misconduct that could result in malpractice or civil suit
- Racial intolerance
- Failure to obey reasonable instructions
- Reporting to work intoxicated or under the influence of a controlled substance
- Failure to notify the employer of absence from work
- Insubordination
- Client abuse or misuse (Vulnerable Adult Act)
- Profanity

- Falsification of records
- Giving confidential information pursuant to Minnesota Statutes Section 144.651
- Violation of client rights pursuant to Minnesota Statutes
- Violence on premises
- Failure to report evidence of vulnerable adult act violations
- Failure to comply with safety regulations enforced by the AWAIR program
- Financial Exploitation*

All of the above conditions are grounds for immediate termination. Any new employees shall be subject to discharge at the option of the employer during the first 520 hours. No employee shall be suspended, demoted or dismissed without sufficient cause. If after proper investigation, it is verified that an employee has been disciplined unjustly, he or she will be reinstated with the full rights to benefits provided, however no claim for compensation for time lost shall be paid. In the case of a dismissal, the employee affected may request and shall receive from the employer in writing the reason for the dismissal. Employees so disciplined during the probationary period, shall forfeit all other benefits, except earned wages during the time that he/she worked. Accumulation of one verbal and two written notices is cause for dismissal.

*An employee may not borrow money or accept expensive gifts from clients. Notify the Administrator of any gifts received from a client, including meals. Failure to follow the Gift and Gratuity Policy may be considered financial exploitation.

Disciplinary Procedure

When disciplinary action is warranted, SmartChoice Home Healthcare Home Care will follow a progressive disciplinary process including the following.

1. Verbal Warning
2. Written Warning
3. Suspension Without Pay
4. Termination

Employee Handbook
Signature Page

I have read and understand the **Employee Handbook, or content interpreted in my native language to me,** and I agree to these terms of employment with SmartChoice Home Healthcare LLC. I have received a copy of the **Employee Notice**.

_____ _____

Employee Signature Date

_____

Print Name

Policies included in Employee Handbook

- Equal Opportunity Employment
- Orientation and Probation
- Harassment
- Confidentiality
- Employee Evaluations
- Appearance and Dress Code
- Charting
  Employee Health
- Work Related Injuries
- Gift and Gratuity Policy
-
- Restricted Activities
- No Smoking
- Substance Abuse
- Payroll
- Timecards
- Overtime
- Lactation and Pregnancy Accommodations
- Leaves of Absences
- Termination
- Disciplinary Procedures