



Homemaking, Housekeeping and Respite Care Client Guide

Home at Heart Care, Inc.
221 3rd Ave SW
P.O. Box 183
Clearbrook MN 56634
(On the corner of 3rd Ave & Elm St)

218 776 3508 Phone
866 810 9441 (Toll Free)

218 776 3507 Fax
866 810 7008 (Toll Free Fax)
www.homeatheartcare.com Web
info@homeatheartcare.com Email

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This Homemaking, Housekeeping and
Respite Care Client Guide belongs to:

Name _____

Phone _____

Address _____

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As indicated herein, most of the information within this Client Guide is excerpted from the Minnesota Department of Human Services websites which can be accessed from www.dhs.state.mn.us (“MN-DHS Website”), the Minnesota Department of Health website, www.health.state.mn.us (“MDH Website) and Minnesota statutes as of January 1, 2018. Changes in statutes, rules, regulations and policies of either the federal government or State of Minnesota after the dates the source material was published may therefore not be reflected within the MDH Guidebook, the MN-DHS Website, the MDH Website and/or this Client Guide.

If you have any questions regarding the information within this Client Guide (including without limitation your potential eligibility for participation in Minnesota’s Home and Community-Based Services), please consult with an attorney or contact the Minnesota Department of Human Services Disability Services Division, www.dhs.state.mn.us.

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January 1, 2018

Dear Clients,

Thank you for selecting Home at Heart Care (H@HC) as your provider for your services. I realize that you had many provider choices and we are honored that you considered us. Each recipient of our services receives this Guide or one like it. I believe it is important for you or someone you trust to read through this, because it will help you understand your responsibilities and ours as well as we serve you. It also includes things that we are required by the State of Minnesota to provide to you such as the Minnesota Home Care Bill of Rights, Notice of Privacy Practices and the Home, Community Based Services Recipients Rights Packet and more.

As you can see below, I've included our Mission, Vision, and Value statements that we have recently adopted. These statements identify what we believe and what we want to be. This allows you the option up front to decide if we are a company that you would want to serve you. Simply said, the Mission statement is what I call our ultimate purpose for existing as a company. Our Vision statement is what we hope to accomplish as a company. And our Core Values is simply a list of common values that we hope everyone associated with Home at Heart Care would aspire too.

Please call us with any questions or concerns and please tell us how we can serve you better. Again thank you for giving us this opportunity.

Sincerely,
Bruce Emmel
President,
Home at Heart Care, Inc.

Locally owned & operated in Clearbrook, MN
www.HomeAtHeartCare.com
(218) 776-3508



Mission Statement

Our name is an acronym for our Mission Statement.

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

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

The **Heart** of a great caregiver is one of trust, hospitality, compassion and responsibility.

We **Care** about people, because God cares about people.

Vision

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

Core Values

Trust: We honor all relationships we have by serving with honesty and integrity.

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

Compassion: We serve with kindness and compassion, following Christ's example for us.

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

MINNESOTA’S HOME AND COMMUNITY-BASED SERVICE PROGRAM¹

Minnesotans with disabilities or chronic illnesses who need certain levels of care may qualify for the state’s home and community–based waiver programs.

Medicaid home and community-based service (HCBS) waivers afford states the flexibility to develop and implement creative alternatives to placing Medicaid-eligible persons in hospitals, nursing facilities or Intermediate Care Facilities for Persons with Developmental Disabilities (ICFs/DD). HCBS waivers allow states to put together various service options that are not available under regular Medical Assistance. These service options are available to persons in addition to services covered by MA. Generally, these services are targeted to people with specific needs or diagnosis.

The Minnesota Department of Human Services (DHS) recognizes the importance of helping people live where they choose with appropriate services that assure their health and safety.

HOME AND COMMUNITY-BASED SERVICES OFFERED BY H@HC

Home at Heart Care is a provider of homemaking services (“Homemaking Services”), respite care services (“Respite Care Services”) and housekeeping services (“Housekeeping Services”) described within this Client Guide through the Minnesota Home and Community-Based Service program. Home at Heart Care employees providing Homemaking Services, Respite Care Services or Housekeeping Services are referred in this Client Guide as “Caregivers.”

COORDINATED SERVICE AND SUPPORT PLAN AND ADDENDUM

A recipient of Homemaking or Respite Care Services provided by Home at Heart Care will receive services pursuant to a written coordinated service and support plan and addendum.

PERSON-CENTERED PLANNING AND SERVICE DELIVERY REQUIREMENTS²

Home at Heart Care will provide Homemaking Services and Respite Care Services in response to each person’s identified needs, interests, preferences, and desired outcomes as specified in the coordinated service and support plan and the coordinated service and support plan addendum, and in compliance with the requirements set forth in Minnesota Statutes Chapter 245D as discussed in this section (note, however, that Housekeeping Services will be provided pursuant to a written service agreement).

¹ Information derived from http://www.dhs.state.mn.us/main/idcplg?IdcService=GET_DYNAMIC_CONVERSION&RevisionSelectionMethod=LatestReleased&dDocName=id_003726# (last visited November 21, 2017).

² Information in this section derived from http://www.dhs.state.mn.us/main/idcplg?IdcService=GET_DYNAMIC_CONVERSION&dDocName=dhs16_18019_0&RevisionSelectionMethod=LatestReleased (last visited November 21, 2017).

Home at Heart Care will provide services in a manner that supports each person's preferences, daily needs, and activities and accomplishment of the person's personal goals and service outcomes, consistent with the principles set forth below.

Person-centered service planning and delivery that:

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

Self-determination that supports and provides:

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

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

- inclusion and participation in the person's community as desired by the person in a manner that enables the person to interact with nondisabled persons to the fullest extent possible and supports the person in developing and maintaining a role as a valued community member;
- opportunities for self-sufficiency as well as developing and maintaining social relationships and natural supports; and
- a balance between risk and opportunity, meaning the least restrictive supports or interventions necessary are provided in the most integrated settings in the most inclusive manner possible to support the person to engage in activities of the person's own choosing that may otherwise present a risk to the person's health, safety, or rights.

The following questions can be used by persons receiving services licensed under chapter 245D to help identify how they want services provided to them. It is recommended that the support team or extended support team discuss these questions together when completing service assessments, planning, and evaluation activities to help ensure the goals of person-centered planning and service delivery are met for each person served.

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

- What are your goals for service outcomes?
- What are your preferences related to:
 - a. Time you wake up in the morning?
 - b. Time you go to bed?
 - c. What your favorite foods are?

- d. What are foods you don't like?
- e. Whom you prefer to have direct support service provided from?
- Do you take any medications?
- Do you need help with your medications?
- What are some of your interests?
- Do you have any hobbies?
- What are things you like to do in the community?
- Is there an activity or skill that you would like to learn?
- Do you have any special relationships?
- Do you work in the community?

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

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

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

HOMEMAKING SERVICES³

Home at Heart Care is a Home and Community Based Waivered Services Provider, providing Homemaking services for individuals on CADI, TBI DD and EW Waivers as well as Alternative Care. Homemaking services are also available as a private pay service.

³ Information in this section derived from http://www.dhs.state.mn.us/main/idcplg?IdcService=GET_DYNAMIC_CONVERSION&RevisionSelectionMethod=LatestReleased&dDocName=id_001906 (last visited November 21, 2017).

Our Homemaking Services include:

General household activities provided by a trained homemaker, when a person is unable to manage the home or when the person regularly responsible for these activities is temporarily absent or unable to manage the home. Services include:

- Cleaning
- Home management
- Assistance with activities of daily living (“ADLs”).

Homemakers may monitor the person’s well-being while in the home, including home safety.

Cleaning

Homemaker/cleaning services include light housekeeping tasks. Homemaker/cleaning providers deliver home cleaning and laundry services.

Home management

Homemaker/home management services may include assistance with the following:

- Arranging for transportation
- Meal preparation
- Shopping for food, clothing and supplies
- Simple household repairs.

Homemaker/home management providers deliver home cleaning services, and while onsite, provide assistance with home management activities, as needed.

Assistance with ADLs

Homemaker/assistance with ADLs includes assistance with the following:

- Bathing
- Toileting
- Grooming
- Eating
- Ambulating
- Dressing.

Homemaker/assistance with ADLs providers deliver cleaning services and, while onsite, provide assistance with ADLs, as needed.

IN-HOME RESPITE CARE⁴

Home at Heart Care Caregivers can perform In-Home Respite care for qualifying individuals. Respite Care services are short-term care services provided due to the absence or need for relief of the family member(s) or primary caregiver.

Covered Services

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

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

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

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

Non-Covered Services

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

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

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

The DD Waiver does not reimburse respite care for:

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

⁴ Information in this section derived from http://www.dhs.state.mn.us/main/idcplg?IdcService=GET_DYNAMIC_CONVERSION&RevisionSelectionMethod=LatestReleased&dDocName=id_002203 (last visited November 21, 2017).

HOUSEKEEPING SERVICES

Home at Heart offers certain Homemaking services which consist **only** of cleaning services which are referred to as “Housekeeping Services”. Housekeeping Services do not consist of “basic support services” which are offered by Home at Heart pursuant to its 245D Home and Community Based Services License.

Housekeeping Services are offered through the Home at Heart Care homemaking program to provide needed in-home cleaning services to persons unable to complete the tasks independently, thus making it possible for clients to remain in their homes for a greater period of time.

The duties of Home at Heart employees providing Housekeeping Services (“Housekeepers”) are limited *exclusively* to providing home cleaning services. Please note that a Housekeeper ***cannot*** provide any services which comprise “home management services” or assistance with activities of daily living including the following services:

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

Housekeeping Services are provided by Home at Heart Care pursuant to a written service agreement. Any questions as to whether a service which a Housekeeper is requested or directed to complete is a non-cleaning service should be directed to Home at Heart Care.

SERVICE RECIPIENT RIGHTS

Minnesota Statutes Section 245D.04 requires Home at Heart Care to provide a recipient of Homemaking Services or Respite Care Services from Home at Heart Care with notice of those service recipient’s rights as set forth within Section 245D.04. Notice and explanation of those rights is set forth within the Home and Community-Based Service Recipient Rights Packet attached hereto as Appendix 5.

SPENDDOWNS; BILLING

If you are required to incur a spenddown to be eligible for the services provided to you by Home at Heart Care, Home at Heart Care will bill you for the spenddown amount as shown in the Minnesota Health Care Programs statement provided to Home at Heart Care relative to the services provided to you.

TEMPORARY SERVICE SUSPENSION AND TERMINATION POLICY

I. TEMPORARY SERVICE SUSPENSION PROCEDURES.

It is the policy of Home at Heart to ensure our procedures for temporary service suspension and service termination promote continuity of care and service coordination for persons receiving services.

These procedures are as follows:

- A. Home at Heart 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. Home at Heart has not been paid for services.
- B. Prior to giving notice of temporary service suspension, Home at Heart will document actions taken to minimize or eliminate the need for service suspension.
 - 1. Action taken by Home at Heart will 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

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 Home at Heart.
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, Home at Heart will document the specific reasons why a contrary decision was made.

II. SERVICE TERMINATION PROCEDURES.

It is the policy of Home at Heart to ensure our procedures for service termination promote continuity of care and service coordination for persons receiving services. These procedures are as follows:

- A. Home at Heart will permit each person to remain with Home at Heart and will not terminate services unless:
1. The termination is necessary for the person's welfare and the person's needs cannot be met in the facility;
 2. The safety of the person or others in Home at Heart 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 at Home at Heart would otherwise be endangered;
 4. Home at Heart has not been paid for services;
 5. Home at Heart 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 Home at Heart will document the actions taken to minimize or eliminate the need for termination.

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 Home at Heart.

The request for intervention services will not be made for service termination notices issued because Home at Heart 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 Home at Heart is unable to consult with the person's team or request interventions services, Home at Heart will document the specific circumstances and the reason for being unable to do so.

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

1. Home at Heart will notify the person or the person's legal representative and the case manager in writing of the intended service termination.
2. 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.
3. 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 Home at Heart 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).

4. 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 sixty (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.

C. During the service termination notice period, Home at Heart will:

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

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

CONSUMER SAFEGUARDS⁵

EMERGENCY PLANNING

What is an emergency plan?

Emergency plans address your immediate health needs when something unexpected happens. The Minnesota State Council on Disability has an emergency preparedness website available to help people with disabilities improve emergency preparedness.

⁵ Information in this section derived from <https://mn.gov/dhs/people-we-serve/people-with-disabilities/services/home-community/programs-and-services/pca/consumer-safeguards.jsp> (last visited November 21, 2017).

What is a medical emergency plan?

It is good to have a plan in place for a medical emergency. You may want to carry a card or small piece of paper with you and also post this information in your home:

- Diagnosis
- Medications
- Allergies
- Health conditions and instructions
- Emergency contact information
- Doctor contact information
- Insurance information

What is an emergency evacuation plan?

Be sure to discuss evacuation plans with your friends, family and Caregiver.

Discuss the type of emergency and what action would be needed to evacuate safely.

Put together a disaster supply kit that includes what you would need to survive for three-ten days on your own.

Develop a checklist for evacuation including:

- contact numbers for helpers
- transportation options
- medications
- medical supplies

ABUSE AND NEGLECT

What is adult maltreatment?

There are three basic kinds of adult maltreatment:

- Abuse - physical, emotional or sexual
- Neglect - caregiver neglect or self-neglect
- Financial exploitation

Who are vulnerable adults?

The Minnesota Vulnerable Adults Act lists the different types of people considered a vulnerable adult under the law. Every adult recipient of PCA or home care services is considered a vulnerable adult.

What is considered abuse?

Physical abuse is when someone is harming you by hurting your body. This includes:

- Hitting
- Slapping
- Punching
- Pushing
- Refusing to help someone with a medical need
- Not giving someone medication

Sexual abuse is when someone:

- Touches you sexually
- Talks to you sexually
- Shows you sexual material or body parts

Financial abuse/exploitation is when someone:

- Uses your money or accounts without your permission or in a different way than you instructed

Who can I call for help if someone is abusing me?

- If you are in immediate danger, call 911
- Your county's common entry point, the phone lines are staffed 24 hours a day, seven days a week.
- Your case manager
- A friend or family member
- Your qualified professional
- Your care provider agency
- Long-term Care Ombudsman at (800) 657-3591 or (800) 627-3529 (TTY)
- Ombudsman for Mental Health and Developmental Disabilities (800) 657-3506

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

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

How do I report suspected abuse or neglect of children?

Contact your county social service agency or call the police.

FRAUD⁶

What is Medicaid fraud?

Medicaid fraud is when a person:

- obtains
- attempts to obtain
- helps another obtain assistance benefits to which the person is not entitled by giving
- false statements
- false representations
- withholding information

For example:

- If you provide false information to the case manager to obtain services you don't need, that is fraud.
- If you sign a timesheet that states a Caregiver worked 30 hours when he/she only worked 20 hours, that is fraud.

You or your Caregiver could be held legally responsible for Medicaid fraud. In Minnesota the “theft of public funds” is a felony, no matter the dollar amount.

Possible penalties and consequences include:

- Disqualification from working in a Medicaid/Medicare funded job for five years.
- Jail time
- Repayment of money
- Affect other job applications
- Affect immigration status
- Disqualify from Section VIII housing

⁶ Information in this section derived from <https://mn.gov/dhs/people-we-serve/people-with-disabilities/services/home-community/programs-and-services/pca/fraud.jsp> (last visited November 21, 2017).

- More

Recipients/responsible parties verify Caregiver hours and request payment by signing Caregiver time sheets.

- Recipients/responsible parties must sign Caregiver time sheets
- Do not sign blank time cards
- Only sign timecards for time that Caregivers have worked
- Caregivers cannot be paid when they are traveling to and from your house or if they are “on call” by phone or pager
- Caregivers cannot not get paid for time they are not with you

Where can I report suspected fraud?

Minnesota Department of Human Services fraud hotlines
Minnesota Office of the Attorney General, Medicaid Fraud Control Unit (MFCU)
Minnesota local county attorney’s office
Health plan care coordinator

EMPLOYEE SAFEGUARDS

You should know that employers also have obligations to protect their employees. Home at Heart Care will not tolerate physical, sexual, verbal or financial abuses committed against its staff by anyone while they are working. It is in your best interest and in Home at Heart Care’s best interest too, if we only provide services where our employees feel safe and welcome.

Unfortunately, below are some of the abuses Minnesota Health Care Providers have experienced in the past and the actions that will be taken by Home at Heart Care:

- Violence and Verbal Threats** directed at employees will be investigated by Home at Heart Care and reported to appropriate authorities. Any physical violence directed at a Caregiver or indirectly affecting a Caregiver will result in immediate termination of Home at Heart Care services as set forth at page 11 of this Client Guide.
- Sexual Abuse** can occur if a client or someone else in the client’s home or workplace touches a Caregiver in a sexual way asks them to show private body parts, speaks to them in a sexual manner, or shows sexual material that makes the Caregiver feel uncomfortable. Sexual abuse will be investigated and reported to the appropriate authorities. Home at Heart Care will terminate services for any client when the work environment becomes unsafe for a Home at Heart Care Caregiver as set forth at page 11 of this Client Guide.
- Financial Abuse** - Home at Heart Care Caregivers are Minnesota Health Care Providers and are prohibited under state law from giving financial kickbacks to their recipients of care. Caregivers cannot divide paychecks with their recipients or recipient’s family members. This also

means that they should not be asked to do errands for other family members that would result in a financial cost to the employee. It is also illegal for a client to ask that the Caregiver to pay for any client's expense that was not incurred by the Caregiver. Caregivers who witness financial abuse are required by MN state law to report what they have witnessed. Caregivers who do not report the abuse may be subject to disciplinary action. Abuse of this nature will be investigated, documented and reported to appropriate authorities. Abuse of this nature can also adversely affect a client's access to Minnesota Home Care Services both now and in the future.

COACHING YOUR CAREGIVER

Home at Heart Care is responsible for evaluating your Caregiver; however, we cannot accurately evaluate your care giver without your help. You will be asked to provide constructive feedback about your Caregiver for formal evaluations that are done by Home at Heart Care. It is important for Caregiver to know how they are performing and whether they are meeting your expectations before evaluations are conducted.

Here are some tips on giving feedback to your Caregivers:

- Give feedback often. Praise good performance and initiative. It will make your care giver feel good and encourage continued good performance. Praise will also balance the times when you need to correct them. If you do need to correct your Caregivers, do not attack the person: For Example; "Mike, you are really dumb! Haven't I told you many times how to transfer me?" It is better to say something like, "Mike, I know you tried, but that transfer didn't go very well. Maybe we should practice that again and I'll explain how to do it."
- Do not save praise or criticism for the evaluations. Constructive feedback can happen on a daily basis and should. Caregivers need to know how they are doing so they can continue to do things correctly or change what they are doing if it is not correct.

If you are having an ongoing problem with your Caregiver, contact your Area Coordinator from Home at Heart Care. It is important to not let any negative issues go unmentioned.

DISCHARGING A CAREGIVER

It is Home at Heart Care's goal to only place Caregivers in your home that you feel comfortable with. You can request that someone not work for you if you do not feel comfortable with them for any reason and Home at Heart Care will work with you to address your concerns. Home at Heart Care, is a traditional provider agency, which means Home at Heart Care is responsible for terminating all employees.

CONFIDENTIALITY

Information about your personal care needs is considered confidential and should not be shared with other people. It is illegal for your Caregivers, agency staff and/or your Area Coordinator to talk with other people about your care. We may, however, share information in your care plan with new Caregiver staff to ensure they are able to provide the assistance you need. This information will only be provided if someone is going to work for you.

Prior to beginning service, Home at Heart Care asks all clients to sign a release, authorizing Home at Heart Care to consult with their Physician, County Social Services and County Public Health Nurse for the purpose of initiating and providing personal care and/or homemaking services. In most cases, other than information transmitted for billing purposes or an emergency, these are the only people or organizations that your care is discussed with. However, if you request us to provide your health information to another party, we will ask for your signed authorization prior to disclosing your private information. Home at Heart Care's Privacy Policy is included in Appendix 4 of this book.

If you feel your confidentiality has been violated, please contact Home at Heart Care or the Minnesota Department of Health Office of Ombudsman, 651-296-3848 or 800-657-3506.

APPENDIX 1 – GRIEVANCE POLICY

I. POLICY:

It is the policy (“Policy”) of Home at Heart Care, Inc. (“Home at Heart”) to ensure that people served by Home at Heart have the right to respectful and responsive services. We are committed to providing a simple complaint process for the people served by Home at Heart and their authorized or legal representatives to bring grievances forward and have them resolved in a timely manner.

II. PROCEDURES:

A. Service Initiation:

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

B. How to File a Grievance:

1. The person receiving services or person’s authorized or legal representative: (a) should talk to a Home at Heart staff person that they feel comfortable with about their complaint or problem; (b) clearly inform the Home at Heart staff person that they are filing a formal grievance and not just an informal complaint or problem; and (c) may request Home at Heart staff assistance in filing a grievance.

2. If the person or person’s authorized or legal representative does not believe that their grievance has been resolved they may bring the complaint to the highest level of authority in Home at Heart. That person is Bruce A. Emmel, President, P.O. Box 183, 221 3rd Ave. S.W., Clearbrook, MN 56634, 218-776-3508 or toll-free at 866-810-9441.

C. Response by Home at Heart:

1. Upon request, Home at Heart staff will provide assistance with the complaint process to the service recipient and their authorized representative. This assistance will include: (a) the name, address, and telephone number of outside agencies to assist the person; and (b) responding to the complaint in such a manner that the service recipient or authorized representative’s concerns are resolved.

2. Home at Heart will respond promptly to grievances that affect the health and safety of service recipients.

3. All other complaints will be responded to within fourteen (14) calendar days after the receipt of the complaint.

4. All complaints will be resolved within thirty (30) calendar days after the receipt of the complaint.
 5. If the complaint is not resolved within thirty (30) calendar days after receipt of the complaint, Home at Heart will document the reason for the delay and a plan for resolution.
 6. Once a complaint is received, Home at Heart is required to complete a complaint review. The complaint review will include an evaluation of whether: (a) related policy and procedures were followed; (b) related policy and procedures were adequate; (c) there is a need for additional staff training; (d) the complaint is similar to past complaints with the persons, staff, or services involved; and (e) there is a need for corrective action by Home at Heart to protect the health and safety of persons receiving services.
 7. Based on this review, Home at Heart will develop, document, and implement a corrective action plan designed to correct current lapses and prevent future lapses in performance by staff or the license holder, if any.
 8. Home at Heart will provide a written summary of the complaint and a notice of the complaint resolution to the person and case manager that: (a) identifies the nature of the complaint and the date it was received; (b) includes the results of the complaint review; and (c) identifies the complaint resolution, including any corrective action.
- D. The complaint summary and resolution notice must be maintained in the person's record.

Legal Authority: Minn. Stat. § 245D.10, subd. 2 and 4

APPENDIX 2 – MINNESOTA HOME CARE BILL OF RIGHTS

PER MINNESOTA STATUTES, SECTION 144A.44.

Statement of rights.

A person who receives home care services has these rights:

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

- (12) the right to be served by people who are properly trained and competent to perform their duties;
- (13) the right to be treated with courtesy and respect, and to have the client's property treated with respect;
- (14) the right to be free from physical and verbal abuse, neglect, financial exploitation, and all forms of maltreatment covered under the Vulnerable Adults Act and the Maltreatment of Minors Act;
- (15) the right to reasonable, advance notice of changes in services or charges;
- (16) the right to know the provider's reason for termination of services;
- (17) the right to at least ten days' advance notice of the termination of a service by a provider, except in cases where:
- (i) the client engages in conduct that significantly alters the terms of the service plan with the home care provider;
 - (ii) the client, person who lives with the client, or others create an abusive or unsafe work environment for the person providing home care services; or
 - (iii) an emergency or a significant change in the client's condition has resulted in service needs that exceed the current service plan and that cannot be safely met by the home care provider;
- (18) the right to a coordinated transfer when there will be a change in the provider of services;
- (19) the right to complain about services that are provided, or fail to be provided, and the lack of courtesy or respect to the client or the client's property;
- (20) the right to know how to contact an individual associated with the home care provider who is responsible for handling problems and to have the home care provider investigate and attempt to resolve the grievance or complaint;
- (21) the right to know the name and address of the state or county agency to contact for additional information or assistance; and
- (22) the right to assert these rights personally, or have them asserted by the client's representative or by anyone on behalf of the client, without retaliation.

IF YOU HAVE A COMPLAINT ABOUT THE AGENCY OR PERSON PROVIDING YOUR HOME CARE SERVICES, YOU MAY CALL, WRITE, OR VISIT THE OFFICE OF HEALTH

FACILITY COMPLAINTS, MINNESOTA DEPARTMENT OF HEALTH. YOU MAY ALSO CONTACT THE OMBUDSMAN FOR LONG-TERM CARE.

Office of Health Facility Complaints

(651) 201-4201
1-800- 369-7994
Fax: (651) 281-9796

Mailing Address:

Minnesota Department of Health Office of Health Facility Complaints
85 East Seventh Place, Suite **220**
P.O. Box 64970
St. Paul, Minnesota 55164-0970

Ombudsman for Long-Term Care

(651) 431-2555
1-800-657-3591
Fax: (651) 431-7452

Mailing Address:

Home Care Ombudsman Ombudsman for Long-Term Care PO Box 64971
St. Paul, MN 55164-0971

Licensee Name:

Home at Heart Care, Inc.

Telephone Number:

218 776 3508

Address:

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

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

Bruce Emmel/CEO Home at Heart Care, Inc.

APPENDIX 3 – ADVANCE HEALTH CARE DIRECTIVE⁷

[MN Dept of Health, Health Care Directives Questions and Answers]

Home at Heart Care has reprinted in this appendix, information from the MN Dept of Health, regarding information you may need now for making future Health Care Decisions for your future.

Minnesota Law

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

What is a Health Care Directive?

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

Why Have a Health Care Directive?

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

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

You don't have to have a health care directive. But, writing one helps to make sure your wishes are followed.

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

⁷Information in this appendix derived from <http://www.health.state.mn.us/divs/fpc/profinfo/advdir.htm> (last visited November 21, 2017).

How Do I Make a Health Care Directive?

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

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

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

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

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

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

What Can I Put in a Health Care Directive?

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

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

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

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

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

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

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

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

- A written statement saying you want to cancel it.
- Destroying it.
- Telling at least two other people you want to cancel it.
- Writing a new health care directive.

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

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

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

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

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

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

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

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

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

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

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

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

How To Obtain Additional Information

If you want more information about health care directives, please contact your health care provider, your attorney, or: Minnesota Board on Aging's Senior LinkAge Line® 1-800-333-2433.

More information regarding health care directive forms is available on the internet at: <http://www.mnaging.org/en/Advisor/HealthCareDirective.aspx>.

APPENDIX 4 – NOTICE OF PRIVACY PRACTICES

Home at Heart Care, Inc.
P.O. Box 183
Clearbrook, MN 56634

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

This notice (“Notice”) takes effect on January 1, 2014 and remains in effect until replaced by Home at Heart Care, Inc. (herein, “We” or “Us”).

1. OUR PLEDGE REGARDING PROTECTED HEALTH INFORMATION

The privacy of Your protected health information is important to us. We understand that Your protected health information is personal and We are committed to protecting it. We create a record of the care and services You receive. We need this record to provide You with quality care and to comply with certain legal requirements. This notice will tell You about the ways We may use and share protected health information about You. We also describe Your rights and certain duties We have regarding the use and disclosure of protected health information.

2. OUR LEGAL DUTY

We are legally required to:

- Keep Your protected health information private.
- Give You this notice describing our legal duties, privacy practices, and Your rights regarding Your protected health information.
- Follow the terms of the current notice.

We Have the Right to:

- Change our privacy practices and the terms of this notice at any time, provided that the changes are permitted by law.
- Make the changes in our privacy practices and the new terms of our notice effective for all protected health information that We keep, including information previously created or received before the changes.

Notice of Change to Privacy Practices:

- Before We make an important change in our privacy practices, We will change this Notice and deliver a copy of the new Notice to You before such changes will be effective as to You.

3. USE AND DISCLOSURE OF YOUR PROTECTED HEALTH INFORMATION

The following section describes different ways that We use and disclose protected health information. Not every use or disclosure will be listed. However, We have listed all of the different ways We are permitted to use and disclose protected health information. We will not use or disclose Your protected health information for any purpose not listed below, without Your specific written authorization. Any specific written authorization You provide may be revoked at any time by writing to us at the address provided at the end of this Notice.

FOR TREATMENT: We may use protected health information about You to provide You with medical treatment or services. We may disclose protected health information about You to doctors, nurses, technicians, medical students, therapists, pharmacists, case managers or other people who are taking care of You. We may also share protected health information about You to Your other health care providers to assist them in treating You.

For example, Your protected health information may be provided to a new physician or health care provider (e.g., a specialist or laboratory) to whom You have been referred to ensure that the physician has the necessary information to diagnose or treat You. We may also provide Your personal physician, or health care providers that You use after using our services, with information regarding the services We have provided to You to assist such providers in treating You after You have discontinued receiving our services.

FOR PAYMENT: We may use and disclose Your protected health information for payment purposes. A bill may be sent to You or a third-party payer. The information on or accompanying the bill may include Your protected health information. This may include certain activities that a third-party payer (such as a governmental agency or health insurance plan) may undertake before it approves or pays for the health care services We recommend for You.

For example, We may need to give Your health insurance company information about services We have provided so they will pay us or reimburse You for the services. We may also tell Your health plan about services You are going to receive from us to determine whether the services are covered under Your plan.

FOR HEALTH CARE OPERATIONS: We may use and disclose Your protected health information for our health care operations. This might include measuring and improving quality, evaluating the performance of employees, conducting training programs, and getting the accreditation, certificates, licenses and credentials We need to serve You.

ADDITIONAL USES AND DISCLOSURES: In addition to using and disclosing Your protected health information for treatment, payment, and health care operations, We may use and disclose protected health information for the following purposes:

- **Persons Involved in Your Health Care:** Unless You object, We may use and disclose protected health information to notify or help notify: a family member, close friend, Your personal representative or another person responsible for Your care or any other person(s) You identify as Your emergency contact(s). We will share information about Your location, general condition, or death. If You are present, We will get Your permission if possible before We share, or give You the opportunity to refuse permission. In case of emergency, and if You are not able to give or refuse permission, We will share only the protected health information that is directly necessary for your health care, according to our personal judgment. We will also use our professional judgment to make decisions in Your best interest about allowing someone to pick up medicine, medical supplies, x-ray or protected health information for You.
- **Disaster Relief:** We may share protected health information with a public or private organization or person who can legally assist in disaster relief efforts.
- **Research in Limited Circumstances:** We may use protected health information for research purposes in limited circumstances where the research has been approved by an institutional review board that has reviewed the research proposal and established protocols to ensure the privacy of protected health information.
- **Funeral Director, Coroner, Medical Examiner:** To help them carry out their duties, as authorized by law, We may share the protected health information of a person who has died with a coroner, medical examiner, funeral director, or an organ procurement organization. Your protected health information may be used and disclosed for cadaveric organ, eye or tissue donation purposes.
- **Specialized Government Functions:** Subject to certain requirements, We may disclose or use protected health information for military personnel and veterans, for national security and intelligence activities, for protective services for the President and others, for medical suitability determinations for the Department of State, for correctional institutions and other law enforcement custodial situations, and for government programs providing public benefits.
- **Court Orders and Judicial and Administrative Proceedings:** We may disclose protected health information in response to a court or administrative order, subpoena, discovery request, or other lawful process, under certain circumstances. Under limited circumstances, such as a court order, warrant, or grand jury subpoena, We may share Your protected health information with law enforcement officials. We may share limited information with a law enforcement official concerning the protected health information of a suspect, fugitive, material witness, crime victim or missing person. We may share the protected health

information of an inmate or other person in lawful custody with a law enforcement official or correctional institution under certain circumstances.

- **Public Health Activities:** As required by law, We may disclose Your protected health information to public health or legal authorities charged with preventing or controlling disease, injury or disability, including child abuse or neglect, if the public health authority is permitted by law to collect or receive the information. We may also disclose Your protected health information to persons subject to jurisdiction of the Food and Drug Administration for purposes of reporting adverse events associated with product defects or problems, biologic product deviations, to enable product recalls, repairs or replacements, to track products, to conduct post marketing surveillance, as required, or to conduct activities required by the Food and Drug Administration. We may also, when We are authorized by law to do so, notify a person who may have been exposed to a communicable disease or otherwise be at risk of contracting or spreading a disease or condition. We may disclose Your protected health information to a health oversight agency for activities authorized by law, such as audits, investigations and inspections. Oversight agencies seeking this information include government agencies that oversee the health care system, government benefit programs, other government regulatory programs and civil rights laws.
- **Victims of Abuse, Neglect, or Domestic Violence:** We may use and disclose protected health information to appropriate authorities that are authorized by law to receive such information, if We reasonably believe that You are a possible victim of abuse, neglect, or domestic violence or the possible victim of other crimes. We may share Your protected health information if it is necessary to prevent a serious threat to Your health or safety or the health or safety of others. We may share protected health information when necessary to help law enforcement officials capture a person who has admitted to being part of a crime. In all such cases the disclosure will be made consistent with the requirements of applicable federal and state laws.
- **Workers Compensation:** We may disclose protected health information when authorized or necessary to comply with laws relating to workers compensation or other similar programs.
- **Health Oversight Activities:** We may disclose protected health information to an agency providing health oversight for activities authorized by law, including audits, civil, administrative, or criminal investigations or proceedings, inspections, licensure or disciplinary actions, or other authorized activities.
- **Law Enforcement:** Under certain circumstances, We may disclose health information to law enforcement officials. These circumstances include reporting required by certain laws (such as the reporting of certain types of wounds), pursuant to certain subpoenas or court orders, reporting limited information concerning identification and location at the request of a law enforcement official,

reporting death, crimes on our premises, and crimes in emergencies. Consistent with applicable federal and state laws, We may disclose Your protected health information if We believe that the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health and safety of a person or the public.

- **Appointment Reminders:** We may use and disclose protected health information for purposes of sending You appointment postcards or otherwise reminding You of Your appointments.
- **Alternative and Additional Medical Services:** We may use and disclose protected health information to furnish You with information about health-related benefits and services that may be of interest to You, and to describe or recommend treatment alternatives.

4. **YOUR INDIVIDUAL RIGHTS**

Following is a statement of Your rights with respect to Your protected health information and a brief description of how You may exercise these rights.

You Have a Right to:

1. Inspect or get copies of certain parts of Your protected health information so long as We maintain the protected health information. You may request that we provide copies in a format other than photocopies. We will use the format You request unless it is not practical for us to do so. You must make Your request in writing. You may get the form to request access by using the contact information listed at the end of this Notice. You may also request access by sending a letter to the contact person listed at the end of this Notice. If You request copies, We reserve the right to charge You \$0.25 for each page, plus postage if You want the copies mailed to You. Contact us using the information listed at the end of this Notice for a full explanation of our fee structure. Under federal law, however, You may not inspect or copy the following records: psychotherapy notes; information compiled in reasonable anticipation of, or use in, a civil, criminal or administrative action or proceeding; and laboratory results that are subject to law that prohibits access to protected health information. Depending on the circumstances, a decision to deny access may be reviewable. In some circumstances, You may have a right to have this decision reviewed. Please contact our personnel identified below if You have questions about access to Your protected health information.

2. Receive a list of all the times We or our business associates shared Your protected health information for purposes other than treatment, payment, and health care operations and other specified exceptions. This right excludes disclosures We may have made to You if You authorized us to make the disclosure, to family members or friends involved in Your care, or for notification purposes, for national security or intelligence, to law enforcement under applicable law or correctional facilities, as part of a limited data

set disclosure. The right to receive this information is subject to certain exceptions, restrictions and limitations.

3. Request that We place additional restrictions on our use or disclosure of Your protected health information. We are not required to agree to these additional restrictions, but if We do, We will abide by our agreement (except in the case of an emergency). Your request must state the specific restriction(s) requested and to whom You want the restriction(s) to apply. We are required to notify You if We are unable to agree to a requested restriction. Your physician is not required to agree to a restriction that You may request. If Your physician does not agree to the requested restriction, We may not use or disclose Your protected health information in violation of that restriction unless it is needed to provide emergency treatment. With this in mind, please discuss in advance with Your physician any restriction You wish to request. You must request the restriction in writing to the contact person listed below.

4. Request that We communicate with You about Your protected health information by different means or to different locations. Your request that We communicate Your protected health information to You by different means or at different locations must be made in writing to the contact person listed at the end of this Notice. We will accommodate reasonable requests. We may also condition this accommodation by asking You for information as to how payment will be handled or specification of an alternative address or other method of contact. We will not request an explanation from You as to the basis for the request.

5. Request that We change certain parts of Your protected health information. We may deny Your request if We did not create the information You want changed or for certain other reasons. IF We deny Your request, We will provide You a written explanation. You may respond with a statement of disagreement that will be added to the information You wanted changed. If We accept Your request to change the information, We will make reasonable efforts to tell others, including people You name, of the change and to include the changes in any future sharing of that information. You must request the change in writing to the contact person listed below.

6. If You have received this Notice electronically, and wish to receive a paper copy, You have the right to obtain a paper copy by making a request in writing to the contact person listed at the end of this Notice.

QUESTIONS AND COMPLAINTS

If You have any questions about this Notice or if You think that We may have violated Your privacy rights, please contact us. You may also submit a written complaint to the U.S. Department of Health and Human Services. You may contact us to submit a complaint or submit requests involving any of Your rights in Section 4 of this Notice by writing to us at the following address:

Home at Heart Care, Inc.

P.O. Box 183
Clearbrook, MN 56634

We will provide You with the address to file Your complaint with the U.S. Department of Health and Human Services, and/or the Minnesota Department of Human Services at the following address:

Office of Civil Rights
Medical Privacy, Complaint Division
U.S. Department of Health and Human Services
200 Independence Avenue S.W.
HHH Building, Room 509H
Washington, D.C. 20201
Tel: 866-627-7748
TTY: 866-788-4989

Attn: Privacy Official
Minnesota Department of Human Services
444 Lafayette Road North
St. Paul, MN 55155-3813
Tel. 651-296-5764

We will not retaliate or deny or reduce Your services in any way if You choose to file a complaint.

We reserve the right to make changes to this Notice of Privacy Practices. Such revisions or changes will be effective for information We already have about You as well as any information We receive in the future. The current Notice will be provided to You at the time We first provide services and include the effective date. We will provide You with a copy of all changes to this Notice so long as You are receiving services from us. All changes will be effective as to You after You have received Notice of such changes.

Uses and disclosures of Your protected health information not covered in this Notice of Privacy Practices will be made only with the written permission of You or Your authorized representative.

You may grant us such permission through execution and delivery of a written Home at Heart Care Individual Patient's Authorization Form ("Authorization"). If You provide us an Authorization to use or disclose Your protected health information, You may revoke the Authorization, in writing delivered to the contact person below, at any time. If You revoke such Authorization, We will no longer use or disclose Your protected health information for the reasons covered by the Authorization. You understand that We are unable to take back any disclosures We have already made under an Authorization before it is revoked, and We are required to retain our records of services We provide to You.

Notwithstanding anything in this Notice of Privacy Practices to the contrary, Home at Heart Care, Inc. will comply in all respects with the requirements of the Health Insurance Portability and Accountability Act (HIPAA); the Standards for Privacy and Security of Individually Identifiable Health Information promulgated at 45 CFR Parts 160 and 164; the Minnesota Data Privacy Act; and all other applicable similar federal, state and/or local statutes, laws, ordinances, regulations, rules and interpretive guidance, and any and all amendments to any of the foregoing.

**APPENDIX 5 – HOME AND COMMUNITY-BASED SERVICES SERVICE
RECIPIENT RIGHTS PACKET**

Person name: _____

Program name: Home at Heart Care, Inc.

This packet contains information regarding your rights while receiving services and supports from this program, information on restriction of your rights, and information of where you can go if you have questions or need additional information related to your rights.

I received the following information within five working days of when I started to receive services and every year after that.

- 1. A copy of my rights under the law, Minnesota Statutes, section 245D.04.
- 2. An explanation of what my rights are and that I am free to exercise my rights; and that this program must help me exercise my rights and help protect my rights.

Date services were started: _____ Date I received this information: _____

This information was provided to me in a way that I understand. If I needed the information in another format or language, it was given to me in that format or language.

If my rights are or will be restricted in any way to protect my health, safety, and well-being, the restriction has been explained to me and I understand the program must document and implement the restriction as required by law to make sure I get my rights back as soon as possible.

Are there any restrictions placed on my rights?

Yes (if yes, see rights restriction document) No

I understand that I may contact the agencies below if I need help to exercise or protect my rights:

Office of the Ombudsman for Mental Health
and Developmental Disabilities
121 7th Place E, Suite 420
Metro Square Building
St. Paul, MN 55101
Phone: (651) 7567-1800 or 1(800) 657-3506
Fax: (651) 797-1950
Website: www.ombudmhdd.state.mn.us

Minnesota Disability Law Center
430 1st Ave N, Suite 300
Minneapolis, MN 55401
Email: mndlc@mylegalaid.org
Website: <http://www.mndlc.org/>

I want _____ (circle one: my authorized representative/ legal representative/ family member) to help me exercise my rights. The program has this person’s contact information in my record.

By signing this document I am agreeing that I have read and understand the boxes I checked above.

Person/Legal Representative

Date

HOME AND COMMUNITY-BASED SERVICES - SERVICE RECIPIENT RIGHTS

Program name: HOME AT HEART CARE, INC.

This program is licensed under Minnesota Statutes, Chapter 245D. It must help you exercise and protect your rights identified in Minnesota Statutes, section 245D.04.

When receiving services and supports from this program name, I have the right to:

1. Take part in planning and evaluating the services that will be provided to me.
2. Have services and supports provided to me in way that respects me and considers my preferences.
3. Refuse or stop services and be informed about what will happen if I refuse or stop services.
4. Know, before I start to receive services from this program, if the program has the skills and ability to meet my need for services and supports.
5. Know the conditions and terms governing the provision of services, including the program's admission criteria and policies and procedures related to temporary service suspension and service termination.
6. Have the program help coordinate my care if I transfer to another provider to ensure continuity of care.
7. Know what services this program provides and how much they cost, regardless of who will be paying for the services, and to be notified if those charges changes.
8. Know, before I start to receive services, if the cost of my care will be paid for by insurance, government funding, or other sources, and be told of any charges I may have to pay.
9. To have staff that is trained and qualified to meet my needs and support.
10. Have my personal, financial, service, health, and medical information kept private and be notified if these records have been shared.
11. Have access to my records and recorded information that the program has about me as allowed by state and federal law, regulation, or rule.
12. Be free from abuse, neglect or financial exploitation by the program or its staff.
13. Be free from staff trying to control my behavior by physically holding me or using a restraint to keep me from moving, giving me medication I don't want to take or that isn't prescribed for me, or putting me in time out or seclusion; except if and when manual restraint is needed in an emergency to protect me or others from physical harm.

14. Receive services in a clean and safe location.
15. Be treated with courtesy and respect and have my property treated with respect.
16. Be allowed to reasonably follow my cultural and ethnic practices and religion.
17. Be free from prejudice and harassment regarding my race, gender, age, disability, spirituality, and sexual orientation.
18. Be told about and to use the program's grievance policy and procedures, including knowing how to contact persons responsible for helping me to get my problems with the program fixed and how to file a social services appeal under the law.
19. Know the names, addresses and phone numbers of people who can help me, including the ombudsman, and to be given information about how to file a complaint with these offices.
20. Exercise my rights on my own or have a family member or another person help me exercise my rights, without retaliation from the program.
21. Give or not give written informed consent to take part in any research or experimental treatment.
22. Choose my own friends and spend time with them.
23. Have personal privacy.
24. Take part in activities that I choose.

RESIDENTIAL SERVICES AND SUPPORTS (meaning out-of-home crisis respite, supported living services, foster care services in a foster care home or a community residential setting) **MUST INCLUDE THESE ADDITIONAL RIGHTS:**

25. Have free, daily, private access to and use of a telephone for local calls, and long-distance calls made collect or paid for by me.
26. Receive and send mail and emails and not have them opened by anyone else unless I ask.
27. Use of and have free access to common areas (this includes the kitchen).
28. Visit alone with my spouse, family, legal counsel, religious guide, or others allowed in Minnesota Human Services Rights Act, Minnesota Statutes, section 363A.09, including my bedroom.

RIGHTS RESTRICTIONS

CAN MY RIGHTS BE RESTRICTED?

Restriction of your rights is allowed only if determined necessary to ensure your health, safety, and well-being. Any restriction of your rights must be documented in your coordinated service and support plan or coordinated service and support plan addendum. The restriction must be implemented in the least restrictive alternative manner necessary to protect you and provide you support to reduce or eliminate the need for the restriction in the most integrated setting and inclusive manner.

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

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

1. the justification (meaning the reason) for the restriction based on an assessment of what makes you vulnerable to harm or maltreatment if you were allowed to exercise the right without a restriction;
2. the objective measures set as conditions for ending the restriction (meaning the program must clearly identify when everyone will know the restriction is no longer needed and it has to end);
3. a schedule for reviewing the need for the restriction based on the conditions for ending the restriction to occur semiannually from the date of initial approval, at a minimum, or more frequently if requested by the person, the person's legal representative, if any, and case manager (meaning that at least every six months, more often if you want, the program must review with you and your authorized representative or legal representative and case manager, why the restriction is still needed and how the restriction should change to allow you as much freedom as possible to exercise the right being restricted); and
4. signed and dated approval for the restriction from you or your legal representative, if any.

CAN THE PROGRAM RESTRICT ALL OF MY RIGHTS?

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

1. Your right to associate with other persons of your choice;
2. Your right to have personal privacy; and
3. Your right to engage in activities that you choose.

WHAT IF I DON'T GIVE MY APPROVAL?

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

WHAT IF I WANT TO END MY APPROVAL?

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