



**SUMMIT INDEPENDENT LIVING  
POLICY AND PROCEDURES  
SELF DIRECT COMMUNITY FIRST CHOICE &  
PERSONAL ASSISTANCE SERVICES (SD-CFC/PAS)**

**Personal Assistant Manual**

Summit Independent Living is a private, nonprofit organization founded in 1981. Summit is a nonresidential program headquartered in Missoula, Montana that provides advocacy and assistance with independent living resources for persons with disabilities.

**Our Mission**

Summit's mission is to advance the independence and civil rights of people with disabilities. In pursuit of this mission, we offer a range of services designed to help people with disabilities improve their self-confidence, knowledge, skills and access to community resources. We also work at the community level to reduce attitudinal, architectural and communication barriers, to combat discrimination, and promote development of needed resources. Our ultimate goal is increased independence, economic opportunity, and enhanced quality of life for all persons with disabilities.

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SD-CFC/PAS Coordinator – Beth Anderson, BSW  
SD-CFC/PAS Coordinator – Carrie Dyrud  
SD-CFC/PAS Specialist – Aleyna Raymond

Fiscal Manager– Libby Miller

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## **Glossary**

ACTIVITIES OF DAILY LIVING (ADL)- - Bathing, dressing, hygiene, toileting, transfers, positioning, mobility, meal preparation, eating, exercise, and medication assistance.

DEPARTMENT (DPHHS)- - The Montana Department of Public Health and Human Services.

HEALTH CARE PROFESSIONAL (HCP)- - A health care professional is a physician, physician assistant, nurse practitioner, registered nurse, occupational therapist, or a medical social worker working as a member of a case management team for Home and Community Based Services

MEMBER- - A person who is eligible for Medicaid and receives self-directed personal assistance services.

MPQH - Mountain Pacific Quality Health is a quality improvement organization that contracts with the Department to perform the authorization functions of the Personal Assistance Services Program.

PERSONAL ASSISTANT (PA) - - The individual, who is paid, to deliver personal assistance services.

PERSONAL REPRESENTATIVE (PR)- - An unpaid individual who is directly involved in the day to day care of the member and assumes the role of managing personal assistance services for a member.

PROVIDER AGENCY- - An approved agency which enrolls with the Department to provide oversight of self-directed services.

STATE PLAN PERSONAL ASSISTANCE - - Medically necessary in-home services provided to members whose chronic health problems cause them to be functionally limited in performing activities of daily living.

SERVICE DELIVERY RECORD - - Timecard/timesheet submitted for pay.

## **1. INTRODUCTION**

The policies and information in this volume specifically apply to the position of Personal Assistant (PA) in the Self Directed Community First Choice/Personal Assistance Services (SD-CFC/PAS) Department of Summit, and not to any other individual employed by Summit. A copy of this volume will be given to each newly hired PA. Any specific accommodations necessary to implement these policies should be discussed with Summit's SD-CFC/PAS coordinator. This policy and procedure manual is available in large print, computer disk, audiotape, or other alternative formats upon request.

The policies and information in this volume also apply to members enrolled in Summit's SD-CFC/PAS program. A copy of this volume will be given to each newly enrolled member or personal representative as PA's supervisor.

Any questions regarding these policies and procedures should be discussed with the SD-CFC/PAS coordinator.

**DPHHS Manual:** As a provider agency, Summit must follow rules and procedures set forth in the Self-Directed Community First Choice/Personal Assistance Services manual issued by the Montana Department of Public Health and Human Services (DPHHS). Members and PAs, as participants in this Medicaid program, are also subject to these rules and procedures. This DPHHS manual is available at Summit's Missoula office.

**Health Maintenance Activities:** Members may be authorized to receive assistance with Health Maintenance Activities, which are skilled nursing tasks that can be done by personal assistants if the member's health care professional agrees. They include:

- Administering medications
- Urinary systems management
- Wound care
- Bowel care

## **2. SD-CFC/PAS PROGRAM OVERVIEW**

The SD-CFC/PAS program is a Medicaid program which allows persons with disabilities (members) to recruit, hire, train, and manage personal assistants of their choice. Members train the personal assistants to meet their specific personal care needs and maintain a schedule convenient and flexible for both member and PA(s). The individual must need assistance with activities of daily living, be eligible for full Montana Medicaid coverage and have the skills and abilities to direct their in-home personal assistance services. In certain situations a member can arrange to have a personal representative direct services on his or her behalf. The personal representative has the

same duties and responsibilities as the member. In this manual all references to member also apply to personal representative.

**Shared Employment Responsibility:** In the SD-CFC/PAS program members and provider agencies share the responsibility for employment of personal assistants who work in members' homes. The provider agency is considered the "employer of record" and serves as a fiscal agent on behalf of members, while members have the responsibility for day-to-day supervision of their PAs. Both these roles are spelled out in more detail below.

**Summit's Role:** Summit is the employer of record and is legally responsible for ensuring that all state and federal labor laws are followed. The member is the employer in every other way: making decisions about direct provision of his or her care, including control in selecting, training, managing and dismissal of the PAs. Summit provides paychecks to PAs and performs other payroll, human resources, record keeping and billing procedures, including verification of eligibility for employment, handling of workers compensation and unemployment claims, and other duties as the employer of record.

**Member/Personal Representative Role:** The member or personal representative acts as the employer of PAs for the day-to-day aspects of service delivery, including selecting, scheduling, training and supervising PAs. The member has responsibility for ensuring that services provided by PAs are done in accordance with the approved plan of care and that timecards accurately reflect services provided.

### **3. EMPLOYMENT CONSIDERATIONS**

The first step toward employment through Summit's SD-CFC/PAS program is selection by the member. The selection process used is customized by each member.

**Defining the Position:** The member is responsible for determining the duties and responsibilities for the PA, following the authorized plan of care.

**Orientation:** All newly hired PAs must meet with the member/personal representative or Summit's SD-CFC/PAS staff to fill out employment paperwork and complete orientation to the SD-CFC/PAS program. A copy of the PA's Social Security card and driver's license or State ID must accompany the application. PCAs must review the Summit Safety Manual which accompanies this application packet and sign and return the acknowledgement form. ***No paychecks will be issued until all required employment paperwork is submitted to the Missoula office.***

Summit reserves the right to terminate employment if the PA falsifies any information on the employee application.

**Criminal Background Checks:** Summit will conduct criminal background checks of all individuals selected for employment by members or personal representatives (PRs). If the background check reveals prior felony or misdemeanor convictions, Summit reserves the right to decline or terminate employment, at the discretion of the Executive Director. Persons on the Exclusion List of the federal Office of Inspector General; or with convictions for public assistance fraud, abuse, neglect or exploitation of persons with disabilities, children or older adults are not eligible for employment with Summit. Hiring decisions on individuals with other criminal convictions will typically be made jointly by Summit and members taking into consideration the nature and gravity of the conviction, length of time since the conviction, and other factors. If the background check reveals criminal convictions, the results will be shared with members so a joint hiring decision can be made; or to inform the member that the type of conviction automatically disqualifies the individual from employment with Summit.

**Employment Status:** As described above, Summit is the official employer of record for all PAs employed in the SD-CFC/PAS program. Given the intimate nature of personal assistance services, it is vital that members have flexibility and control over their in-home services and the ability to select the PAs that best meet their needs. A member may dismiss a PA from service in his or her household for virtually any reason, such as incompatible schedules, personality conflicts, a PA's inability to perform required job duties, etc. Dismissal by a member does not automatically mean termination of employment with Summit. Unless the dismissal was "for cause" as defined in Section 8 Dismissal/Termination of Employment, employees remain eligible for referral to other members in Summit's SD-CFC/PAS program. Such employees are considered "laid off" versus "terminated" and their names are placed in a temporary pool if they desire to seek employment with other Summit SD-CFC/PAS members.

**Temporary Pool:** Summit's SD-CFC/PAS staff will maintain regional lists of PAs who are available for employment, either for ongoing hours, temporary fill-in hours, or emergency hours. Being included on the list is at the PA's discretion and does not obligate the PA to accept offered hours. The list will be distributed to any SD-CFC/PAS member upon request. Contact the SD-CFC/PAS coordinator for further information.

**Supervision:** It is expected that members will inform their PAs of job specifics including training requirements, job duties, scheduled hours, procedure for planned and emergency leaves, and procedure for late arrivals.

**Training:** The member is responsible for on-the-job training of their PAs, giving instruction in specific skills and techniques and providing any assistance to the PA in resolving problems. The member may document in notes each PA's ability to function competently and safely, although this is

not required by Summit or DPHHS. Temporary additional PA hours may be available for training purposes. Summit can provide training on matters in this manual, and other training materials upon request. Contact Summit SD-CFC/PAS staff for information.

**Probationary Period:** All newly hired employees are subject to a 6 month probationary period. During this period the member or personal representative monitors employee's job performance to determine his or her capacity to perform the duties and responsibilities of the job. Summit also monitors compliance with SD-CFC/PAS program policies and procedures.

- During the probationary period, the employees can be dismissed for any reason.
- Completion of the first 6 months marks the end of the probationary period but does not guarantee continued employment. Ongoing employment will be contingent upon continued satisfactory job performance.
- Summit reserves the right to extend the probationary period if necessary.

**Equal Employment Opportunity:** Summit Independent Living Center provides equal opportunity for all qualified job applicants and employees and does not discriminate in compensation or in the terms, conditions or privileges of employment because of race, creed, religion, color or national origin or because of age, physical or mental disability, sexual orientation, marital status, or sex. In accordance with the Americans with Disabilities Act, Summit will provide reasonable accommodation for any known disabilities of employees to enable them to complete the essential functions of their jobs. Every member/PR is expected to be aware of our commitment to equal employment opportunity and non-discrimination. Because members act as though they are the employer for selecting, managing and dismissing workers, they share in Summit's obligation to abide by Equal Employment Opportunity policies and refrain from discrimination in hiring and employment of personal assistants.

#### **4. EMPLOYEE BENEFITS**

**Health Insurance** is available to personal assistants who work at least 30 hours per week on a consistent basis providing personal care or social/supervision services. Coverage begins on the first of the month following 59 days of employment working qualified hours. There is a \$40.00 monthly cost to employees. Children are eligible for coverage but the entire monthly premiums are paid entirely by employees via payroll deduction. Spouses are not eligible for coverage through Summit's group health plan.

**AFLAC** supplemental insurance is available, on a pre-tax basis, to all Summit employees. Premiums are paid by the employee and are withheld

from wages. Some limitations apply. Contact Summit SD-CFC/PAS staff for more information.

**Early Return To Work:** In the event that a PA is injured on the job, Summit will attempt to get the PA back into the workforce, including light duty work.

No additional benefits will be paid to employees in the SD-CFC/PAS Department. Summit's aim is to raise employee wages as high as possible to reward consistency and longevity of service to members.

## **5. SERVICE DELIVERY RECORDS and PAYROLL PROCESS**

**Work Week and Pay Periods:** Summit's official work week for the SD-CFC/PAS program begins on Sunday and ends on Saturday. Summit's SD-CFC/PAS Department processes payroll every two weeks (bi-weekly).

- Summit will provide a paycheck to PAs every two weeks (see payroll schedule for specific dates).

**Service Delivery Records:** Service delivery records (timecards) are to remain at the home of the member during the work week. It is the responsibility of the member or personal representative to review and sign each timecard for each PA at the end of the pay period. The PA or member delivers the timecard to Summit.

- Timecards are legal documents and should be completed in blue or black ink. Do not use white out if you make a mistake-- cross out and initial area. First and last names of PAs should be written on the timecards using the same name as listed on W-4 employment form. Do not use a nickname.
- Timecards must be completed in full with all required information.
- Timecards are due to the Summit Missoula office **by 2 p.m. on Wednesday** following the pay period end.
- Late timecards will be processed the following pay period. Timecards will be considered late if they are not filled out completely with all required information, or if information conflicts with the member's plan of care. SD-CFC/PAS staff will make a reasonable effort to contact employee to obtain an acceptable timecard or clarify timecard information, but it is the employee's responsibility to provide a completed, accurate timecard by the payroll deadline.

- **Original** timecards are required as Summit uses originals to bill Medicaid. **No faxes will be paid, we only accept original timecards.**
- Misrepresentation of hours worked or tasks performed is considered **Medicaid fraud** and is grounds for termination of employment and termination of member eligibility for Summit SD-CFC/PAS services.
- Violation of policies regarding timecards will result in disciplinary action up to and including termination of employment as outlined in Section 8 below.
- No PA can work over 40 hours per week (including state plan, waiver and Medical Escort Service Delivery Records), this is the responsibility of the PA to keep track of hours between all members through Summit.

**Community Integration and Shopping:** For detailed guidelines, see Handout.

**Community Integration/Shopping Mileage:** If community integration and/or shopping have been authorized on your MPQH plan of care, mileage reimbursement is available when an attendant uses their car to take a member on an authorized CFC/PAS shopping trip or community integration activity. Mileage may only be billed when the time it takes the member to get to, from and during the activity can be covered under the hours authorized in the member's Service Plan for shopping and community integration.

Enter the specific trip information in the designated area on the service delivery record; amount of time, specific location, and last three digits of beginning/ending odometer readings. Be sure there are enough hours in the work day for caregiving tasks AND shopping/community integration.

**Payroll:** Summit will process payroll and provide a paycheck to PAs every two weeks. This includes withholding Social Security, Medicare, and federal and state income taxes from employee's gross wages; paying employer Social Security, Medicare, and unemployment insurance taxes; and providing workers' compensation coverage. Employee benefits include:

- **Social Security/Medicare:** Summit pays 6.2% Social Security and 1.45% Medicare tax on all employee wages; this payroll tax matches the contributions withheld from employee earnings. These taxes are paid into each employee's Social Security account and provide Medicare coverage and retirement, disability, and survivors benefits to eligible persons. It is important to verify that Summit is using the

correct Social Security number to report your wages to the Social Security Administration.

- **Unemployment:** Summit pays payroll taxes to the State unemployment program which provides temporary, partial reimbursement for lost wages due to layoff, reduction in work hours and other situations. Summit, rather than the member, is the employer of record for receiving unemployment benefits. This all depends on hours worked according to Unemployment.
- **Worker's Compensation:** Summit pays premiums for this insurance program which provides coverage for medical treatment and lost wages due to job-related injuries. Report any work related injuries to the Missoula Summit SD-CFC/PAS staff immediately, by at least the following business day.

**Paychecks and Payment of Wages:** Summit's payroll is processed by an outside payroll company. Checks that are not direct deposited are mailed on Thursday. Therefore, no pay checks can be issued outside of regularly scheduled pay periods.

- ***Any checks that are mailed and are not received by employees will not be replaced until the following pay period.*** Employees are responsible for letting Summit know their correct address and Summit is not responsible for delivery errors made by the U.S. Postal Service. Summit encourages employees to utilize direct deposit to avoid problems that occur from time to time with processing or delivery of mail.
- In the event that an employee is laid off or terminated, final wages will be paid during the next regularly scheduled pay period after receipt of a properly completed timecard.

**Employment Verification:** Summit will only provide information on wages paid and will not speculate on employees' future wages and/or schedule. Summit usually requests a release of information, signed by the employee, before providing employment information. Exceptions are Social Security, Office of Public Assistance, workers compensation, and State unemployment. Employees who receive public assistance should keep copies of their pay stubs. Summit does not process payroll in-house but contracts with an outside provider for this service. Providing a record of wages paid may take up to 2 weeks depending on the office schedule. There is a fee for this service. Contact the Summit bookkeeping department for further details.

**Paystubs:** It is the responsibility of the PA to keep all paystubs that are given to them by our payroll department.

**Garnishment of Wages:** Employees will be charged up to \$5.00 for each garnishment, each payroll. This applies to both voluntary and court ordered garnishments.

**Allowable Hours:** If a PA works for more than one member, a separate timecard must be used for each member. Summit's work week begins Sunday and ends Saturday. ***PAs must not work more than 40 hours per week as a Summit employee.*** This includes state plan, waiver, and medical escort timesheets. Overtime hours must be kept to a minimum and must be prior authorized by Summit. Failure to get prior authorization can lead to disciplinary action and/or termination for cause.

## **6. MEMBER PLAN OF CARE**

**Following the Profile (plan of care):** It is the member's responsibility to follow the profile authorized by Mountain Pacific Quality Health including staying within the authorized hours and authorized tasks, and to communicate this information to PAs. Unless prior authorized, Summit will not pay for any time above and beyond the authorized hours.

**Guidelines for Change in Frequency:** For plans that are authorized 1-4 days per week, the frequency of tasks may be changed by 1 day per week. Example: If the MPQH profile authorizes services over 3 days, the frequency of tasks may be decreased to 2 days/wk OR increased to 4 days/wk.

For plans that are authorized for 5-7 days per week, the frequency of tasks may be changed by 2 days per week. Example: If the MPQH profile authorizes services over 5 days, the frequency of tasks may be decreased down to 3 days/wk OR increased to 7 days/wk.

**Approved Activities:** The SD-CFC/PAS program can assist a member with Activities of Daily Living, as approved on member's MPQH plan of care, such as bathing, dressing, grooming, toileting, transfers, positioning, mobility, meal preparation, eating, exercise, and medication assistance. Light housekeeping, laundry, shopping, community integration activities, and medical escort can also be authorized in addition to personal assistance services. Certain Health Maintenance Activities are allowed as exceptions to the Nurse Practice Act if authorized. These are bowel programs, urinary management, wound care, and medication administration. The member is responsible for training PAs specifically to their needs.

Here is a list of some of the household duties that a personal assistant is ***not allowed*** to do with State Plan hours:

- Cleaning floor and furniture in areas not used by the member.
- Doing laundry or bedding that the member does not use; for example, doing the laundry for the entire family.

- Shopping for items that the member does not need for health and nutrition (unless approved as community integration)
- Running errands or paying bills (unless approved as community integration)
- Supervision, babysitting, or friendly visiting.
- Taking care of pets, unless it is a state certified service animal.
- Taking care of the lawn (unless approved on profile as yard hazard removal, window washing, and cutting wood.
- This program is not a housekeeping program.

Summit relies on attendants to report if services are being used inappropriately. If you have questions on tasks that can be provided, please contact the Summit SD-CFC/PAS coordinator.

**Hospitalization/Nursing Home Stay:** The SD-CFC/PAS program cannot pay for personal assistance services provided in a hospital, nursing home or other institution. SD-CFC/PAS services can be resumed once the member returns home.

## **7. HEALTH AND SAFETY**

**Mandatory Reporter:** As a Medicaid provider Summit is a "mandatory reporter" and is required to notify the proper authorities if we have knowledge that a member is being abused or neglected. Both Summit SD-CFC/PAS staff and PAs have this obligation and must report suspected abuse or neglect. A serious occurrence may be one of the following, but can also be anything that puts the member's health, safety or welfare in jeopardy:

- Physical and/or verbal abuse;
- Neglect, including self-neglect;
- Sexual harassment or sexual abuse;
- Exploitation
- Injuries requiring medical help; and
- Anything that is reported to Adult Protective Services or law enforcement.

**Safety Program:** Summit has established a safety program in the interest of reducing workplace accidents and potential injury to PAs and/or members. The Summit Safety Policy is attached to the application packet. It is the responsibility of the PA to read and sign the policy statement. If you need additional information on the safety policy our staff can assist you.

Members and PAs have a responsibility to maintain a safe working environment and report to SD-CFC/PAS staff any environmental hazards or other situations in the member's home that may lead to an accident or injury. Members are also responsible for ensuring that PAs follow generally accepted safety procedures while performing personal assistance tasks.

Workplace accidents not only lead to personal injuries and lost time at work, they also drive up the cost of Workers Compensation insurance which ultimately limits Summit's ability to increase wages and benefits to PAs.

**Accidents/Injury at Work:** All members and PAs are responsible to report all work-related incidents that result in or may result in injury **immediately, but no later than by the next working day.** An incident report must be done within 3 days of an accident. Accidents must be reported to the SD-CFC/PAS coordinator or safety officer in the Missoula office. Summit staff will follow up with both the PA and the member and will report any incidents to the insurance company, the Montana State Fund.

**Early Return to Work Program:** Summit has established an Early Return to Work program that is designed to help SD-CFC/PAS employees who have been injured on the job return to work as soon as possible. If the injured employee's physician releases the employee to work limited duties prior to full recovery, Summit's safety officer and SD-CFC/PAS coordinator will work actively with the physician, the employee and the member or personal representative to explore temporary, transitional employment duties that are medically appropriate to the employee's capacities while on limited duty status. Early return to work may not be possible in every case given the employee's medical condition and the organization's ability to arrange appropriate duties, but Summit will make a good faith effort to evaluate each on the job injury and explore possibilities for early return to work. Early Return to Work is subject to the following:

- The member or personal representative must approve any placement of an injured worker in the member's home under Early Return to Work in keeping with member direction under the SD-CFC/PAS program. The member/personal representative will work closely with the SD-CFC/PAS coordinator and Summit safety officer to arrange and manage the injured employee's limited duties.
- If placement with a SD-CFC/PAS member is not possible, Summit will explore options for light duty work for injured employees at one of Summit's four offices.
- Employees will be paid at their normal rate of pay during limited duty status.
- Employees may work up to the number of hours authorized by their physician while on limited duty status, not to exceed the maximum number of hours they were working each week prior to injury.

**Discrimination, Harassment, and Retaliation:** Summit makes every effort to maintain an environment free of any form of discrimination or harassment on the basis of race, color, religion, sex, age, national origin, disability, genetic information, sexual orientation, protected activity, or any other classification protected under law.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature if (1) submission to the conduct is made a term or condition of employment; (2) submission to or rejection of the conduct is used as the basis for any employment-related decision; or (3) the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment. All such conduct is strictly prohibited.

Summit will not tolerate retaliation of any kind against an individual who, in good faith, makes a complaint or participates in an investigation under this policy, even if no violation is ultimately found. Any individual who believes he or she has experienced or witnessed any discrimination, harassment, or retaliation in violation of this policy should immediately report it to Summit staff. Members who violate this policy risk having their services terminated. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

**Confidentiality:** Given the nature of SD-CFC/PAS services, PAs may come into contact with personal information and records regarding the member, and be party to personal conversations and/or professional discussions between the member and others. All such information is strictly confidential. Confidential information is not to be discussed by anyone other than authorized personnel. PAs are required to observe confidentiality with respect to member information and not share such information without the member's written authorization. Violation of this policy will result in disciplinary action up to and including termination of employment.

**Drug Free Workplace:** As a recipient of federal funding, Summit and its employees are subject to the Drug Free Workplace requirements established by the federal government. This means that at Summit's office or during any Summit activity employees are strictly prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance. "Controlled substance" includes marijuana, including marijuana used for medicinal purposes. Summit does not accommodate the medical use of marijuana by employees. In addition, use of alcoholic beverages is not permitted while employees are on duty, and employees are prohibited from reporting to work under the influence of alcohol or any controlled substance, or impaired by the use of a prescription drug. A member's home is considered the workplace for all in-home services received through the SDPAS program. Because of the shared employment responsibility between Summit and the member, the member is responsible for maintaining a drug free workplace for their PA's. All PAs are given a copy of Summit's Drug Free Workplace policy, and must sign a statement verifying that they have read and understand its contents.

## **8. DISMISSAL/TERMINATION OF EMPLOYMENT**

The following definitions are utilized in Summit's SD-CFC/PAS program:

**Dismissal:** Employee is dismissed from service in a member's household by the member or personal representative as described above in Section 3 Employment Status. Member/PR must notify SD-CFC/PAS staff if he or she plans to dismiss an assistant from employment in his or her household to communicate the reason for dismissal and discuss next steps.

**Resignation:** Employee voluntarily resigns from service in a member's household. Member must notify SD-CFC/PAS staff that the employee has resigned and last day worked.

**Mutual Agreement:** Member and PA mutually agree that continued service in the member's household will not continue. Member must notify SD-CFC/PAS staff that the employment relationship will not continue and identify last day worked.

**Termination for Cause:** Employee's service to member and employment with Summit is terminated for reasons including, but not limited to, the following:

- Verbal or physical abuse of members or Summit staff
- Sexual harassment of members or Summit staff
- Theft, misuse, or destruction of member property
- Violation of SD-CFC/PAS program policies and procedures
- Breach of confidentiality
- Use of drugs or alcohol while on duty
- Repeated absences/tardiness
- Job abandonment
- Unsatisfactory job performance
- Failure to follow orders or defiance of orders
- Failing to accurately and promptly report on-the-job injuries
- Falsifying timecards or committing other Medicaid fraud.
- Any other reason that Summit believes that the employee's actions would reflect poorly against the organization.

Members should immediately contact Summit SD-CFC/PAS staff if they experience any of the situations listed above under "termination for cause" to ensure continued member safety and well-being and make arrangements to initiate appropriate disciplinary action, up to and including termination of the employee's employment. Only Summit can legally terminate an employee as Summit is the official employer of record.

**Disciplinary Action:** Summit may take disciplinary action as needed against PAs for poor job performance, violations of Summit policies and procedures, instances of unacceptable behavior or misconduct, or conduct

not in keeping with accepted standards of behavior associated with employment.

## **9. COMPLAINTS AND GRIEVANCE PROCEDURE**

Conflict resolution between members and PAs is the responsibility of the individuals involved. If a PA is dismissed from service by a member, and it is determined that the dismissal was "for cause", continued employment at Summit and participation in the temporary pool is at the discretion of Summit's Executive Director.

In regard to a PA's relationship with the provider agency, it is a Summit policy that employees have the right to express suggestions and complaints, and to contest disciplinary actions or other employment conditions that they believe are unjust or inequitable. PAs are encouraged to bring problems to the SD-CFC/PAS coordinator and/or Summit's Executive Director, who will act as a mediator. If the problem persists, a formal grievance can be filed as described below.

**Formal Grievance:** In situations in which informal methods of conflict resolution have been unsuccessful, or in which an employee is contesting disciplinary action or other conditions of employment that he or she feels is unfair, the following steps should be taken:

**Step One:** The aggrieved employee or his or her designated representative must submit to the Executive Director a written statement which describes the particulars of the complaint or grievance, and what redress is sought. The written notice must be filed within five (5) working days of the event giving rise to the grievance, or such grievance will be deemed to have been waived by the employee. In cases which have moved from informal complaint to formal grievance, the written notice of grievance must be filed as soon as practical of the informal conference with the Executive Director. The Executive Director will provide a written response to the employee as soon as practical of the receipt of the grievance.

**Step Two:** If the aggrieved employee is not satisfied with the decision of the Executive Director, he or she can file a written appeal with Summit's Board of Directors. The appeal must be filed within five (5) working days of receipt of the Executive Director's decision or the grievance will be deemed to have been waived by the aggrieved employee. The Board, or Executive Committee thereof, will convene within thirty (30) days or as soon as practical thereafter, of receipt of the appeal and make a final determination on the grievance, which will be submitted in writing to the employee. The employee must sign the determination, a copy of which will be placed in his or her personnel file.

### **Additional Grievance Rules:**

- 1) Employees are expected to carry out their job duties and responsibilities (unless the employee has been terminated) until the grievance is resolved.
- 2) A grievance may be canceled when the aggrieved employee requests to do so in writing.
- 3) Time limits on each grievance step described above may be extended by mutual written consent of both the aggrieved employee and the Executive Director.
- 4) The cost of any representative selected by any grievant to represent him or her will be paid by the grievant.
- 5) No employee will be subject to any form of punishment or harassment as a result of filing a grievance.
- 6) Summit will not be responsible for any expense of any kind incurred by an employee in pursuing a grievance.
- 7) Filing of a false grievance may lead to disciplinary action leading up to termination.