

**FORT BELKNAP INDIAN COMMUNITY
PERSONAL CARE ATTENDANT (PCA) EMPLOYMENT AGREEMENT POLICIES**

This agreement is made by and between the Fort Belknap Indian Community Personal Care Program and _____, Person Care Attendant (PCA). The agreement shall comply with a furnished plan of care.

THE PERSONAL CARE ATTENDANT AGREES THAT:

1. She/he is primarily responsible for the personal care service of an assigned client and no other individual in the household.
2. On the assignment, other family members may be present but contact/interaction is to be confined to the client.
3. Supervision received will be as follows: The Program Manager will provide general pre-assignment guidance and a plan of care. The Program Manager will provide administrative control. As with any employment agreement, the Personal Care Attendants (PCAs) will not be under daily supervision and must be able to work responsibly with the client on a one-on-one basis. Work will be reviewed from an overall standpoint in terms of conformance with the PCA Handbook. The client may be interviewed as to the quality of care being given by the PCA.
4. Essential tasks to be carried out include personal hygiene, meal preparation, bathing, and dressing and grooming, escorting to medical appointments, maintenance of a safe living environment; all essential tasks will be noted on the plan of care and may/may not include tasks not mentioned herein.
5. The original and ongoing purpose of the Fort Belknap PCA Program is the well-being of the client. The client may refuse the service of the particular PCA based on their own personal reasons which need not be divulged to the program. The client may request a replacement of a PCA if there are excessive absenteeism, tardiness and/or unprofessional conduct on the part of the PCA; such conduct will then be addressed by the program.
6. She/he understands that upon completion of the required training, the PCA may be given a short-term assignment until a long-term client is available. Should the work ethics, job performance and/or suitability shows marked improvement.
7. She/he accepts that the place of employ is the home of the assigned client and that the hours of duty will be determined by the plan of care. She/he may accept more than one client in order to obtain a full eight hour workday, but under no circumstances, may the hours exceed forty in one week unless prior approval is given by the program.
8. She/he understands that the duties to be completed are as follows:
 - a. Assist with personal care activities relating to hygiene (e.g. bathing, grooming, and dressing).
 - b. Assist with lavatory needs which may include alternative elimination devices.
 - c. Assist client with safe methods of getting in and out of bed in accordance with the specific plan of care.
 - d. Assist with prescribed exercises in accordance with any medical directives.

- e. Perform incidental household service tasks such as maintenance of clean and sanitary environment, but only of that area(s) utilized by the client, especially if there are other family members residing in the home. **THESE DUTIES INCLUDE:**
 - i. Laundering of the clients' bedding and clothing.
 - ii. Escort to shopping center(s) and social functions if specified in the plan of care.
 - iii. Respond and react to emergency situations involving the client and obtain immediate medical assistance if necessary.
 - iv. Immediate reporting of any and all incidences as described in the PCA manual of responsibilities.
 - v. Completion of all required documents in accordance with appropriate policies and procedures of the program. Including timesheets reflecting accurate duty hours.
 - vi. Maintenance of high degree of confidentiality as to enhance the image of the Fort Belknap PCA Program.
 - vii. Accept related duties as assigned.
9. She/he acknowledges that this agreement requires:
- a. Basic personal care activities knowledge.
 - b. Maintenance of a safe home environment for the client and to his/her needs.
 - c. The ability to make appropriate decisions immediately, to act with tact and respect for the client, establishment and maintenance of cordial and effective working relationships with the client, administration and fellow PCA's.
 - d. Ability to follow verbal and written instructions.
 - e. Effective communication both orally and in writing.
 - f. Education and experience equivalent to a formal education of such nature as to cause the PCA to have capacity of possessing good verbal and written skills.
 - g. Previous PCA or CNA experience is preferred but no required.
10. She/he agrees that the following job performance standards will prevail:
- a. Sixteen (16) hours initial mandatory training & Eight (8) hour in-service training Must be completed within second year of being hired.
 - b. Current/Active CNA License waives PCA 16 hour training (Must test out & pass a 32 question formatted PCA competency test; complete a 8 hour in-service training within one year of being hiring). Certificates for completion of a 16 hour mandatory training & 8 hour in-service will be placed in PCA personal file.
 - c. Personal Care Attendant allowed retaking competency test for second time; if failed first initial competency test. (A copy of both failed/passed competency test will be placed in PCA personal File)
 - d. Ability to perform assigned duties independently.
 - e. Exercise good judgment in all areas to provide for a safe and secure environment for the client.
 - f. Necessary strength to perform duties.
 - g. Demonstrate good public relations.
 - h. Maintain timely and accurate records.

- i. Deal tactfully with client, fellow PCA's, administration, and public.
 - j. Observe working hours.
 - k. Dress in a neat and clean manner.
11. In conformance with the Immigration Reform Act, all persons offered employment with the Fort Belknap Tribe must provide acceptable proof of identity and authorization to work in the United States.

The FORT BELKNAP PCA PROGRAM AGREES THAT:

1. The program shall furnish payroll services which will include proper execution of taxes and Workmen's Compensation.
2. PCA's shall be paid at a rate of \$9.36 per assigned hour.
3. Incumbent must not be in possession of a felony ever and a misdemeanor within one year prior to hire date.
4. Must submit to a background check, which includes criminal and work history.
5. Maintain 1st Aid/CPR training/certification.

IMMIGRATION REFORM AND CONTROL ACT: Requires that all individuals appointed to a position must present proof of employment eligibility. Successful applicants will be asked to produce documentation.

THE FORT BELKNAP PCA PROGRAM AND PERSONAL CARE ATTENDANT (PCA), BOTH AGREE THAT :

1. This agreement no way shall be constructed as to designate the aforementioned PCA as a permanent employee of the Fort Belknap Personal Care Program.
2. This agreement precludes the aforementioned PCA participate in the program's 401K pension plan.
3. This agreement precludes the aforementioned PCA from being eligible for annual and/or sick leave benefits.
4. This agreement will be effective from _____, 20__ to _____, 20__.
5. This agreement may be terminated by either party giving ten (10) days written notice of termination.

EMPLOYEE SIGNATURE

DATE

PERSONAL CARE PROGRAM MANAGER

FORT BELKNAP TRIBAL HEALTH DIRECTOR

Note: Change in signature authority on this Agreement per Health Committee 11/4 /2016