



Assisted Independence, LLC.

Home and community based services

POLICIES AND PROCEDURES

COMPLIANCE COORDINATION

INDIANA ADMINISTRATIVE CODE TITLE 460 DIVISION OF DISABILITY AND
REHABILITATIVE SERVICES (DDRS)

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PROVIDER OPERATIONS

1. Code of Ethics

- 1.1. Assisted Independence, LLC is committed to ensuring that our supports are conducted to thorough ethical, professional and legal standards. In accordance to state and federal laws and regulations, and the exercise of common sense, logic and standards of professional behavior, we will guide our employees in determining the correct course of action for the people we support. We represent, support and act on behalf of individuals and their families. We believe in self-determination by empowering people with the supports needed to make informed decisions and choices. We believe that all people have the moral, civil and constitutional rights to live, learn, work, play and worship in communities of their choosing.
- 1.2. Assisted Independence, LLC conducts its business with integrity, and we strive to reflect quality and excellence in our work. We recognize staff as professionals who have values, skills and knowledge. Furthermore, we are committed to hiring, supporting and educating our staff so that they respect the rights, dignity, confidentiality and worth of all people we support.
- 1.3. **Person Centered Support-** Assisted Independence, LLC is committed to the persons we support; all other activities and functions we execute evolve from this commitment. We recognize that each person can direct his or her own life. We respect the personality, preference, culture and gifts of the persons we support. We understand that our primary focus is the person supported and our roles will require flexibility, creativity and commitment. We will advocate with the people we support and others when the demands of the system override the needs of the people we support.
- 1.4. **Promoting Physical and Emotional Well-Being-** Assisted Independence, LLC is responsible for supporting the emotional, physical and personal well-being of the persons we support. We will encourage growth and recognize the rights of the individuals receiving support(s) while being attentive in reducing their risk of harm. We will develop relationships with the persons we support based on mutual trust and respect.
- 1.5. **Integrity and Responsibility-** We will support the mission and vitality of our profession to assist people in leading self-directed lives and to foster a partnership with the people we support, other professionals and the community. We will maintain competency in our professions through in-service and ongoing collaborations with other professionals. We will practice responsible work habits and recognize the importance of modeling valued behaviors.
- 1.6. **Confidentiality-** We will safeguard and respect the confidentiality and privacy of the people we support as well as seek out qualified guidance to help clarify situations where the correct course of action regarding confidentiality is unclear.
- 1.7. **Justice, Fairness and Equality-** We will affirm the human rights as well as the civil rights and responsibilities of the people we support. We will promote and practice justice, fairness and equality for the people we support and the community. We will assist in providing access to opportunities and resources from the community to everyone we support. We will make efforts to understand the guardianship or other legal representation of the people we support, and work

in partnership with legal representatives to assure that the person's interest is honored.

- 1.8. **Respect:** We will respect the human dignity and uniqueness of the people we support. We will recognize each person we support as valuable and promote their value to our community. We will provide opportunities for the people we support to be viewed and treated with respect and embraced as integral, contributing members of their communities.
- 1.9. **Relationships:** We will assist the people we support to develop and maintain relationships. Furthermore, we will advocate with the people we support when they lack the opportunities to build and maintain relationships. We will assure that the people we support can make informed choices in safely expressing their sexuality. We will refrain from expressive negative views, harsh judgments and stereotyping of people and separate our personal beliefs and expectations regarding relationships (including sexual relationships) from those of the people we support.
- 1.10. **Self Determination:** We will assist the people we support to direct the course of their own lives. We recognize that everyone has potential for lifelong learning and growth. We will work in partnership to support each individual leading self-directed life.
- 1.11. **Advocacy:** We will advocate with the people we support for justice, inclusion and full community participation. We will support everyone to speak for themselves as well as find alternative ways of understanding their needs for those individuals we support that cannot speak for themselves.
2. Assisted Independence shall provide supports and treatment to all individuals supported in accordance with the **Declaration of Human Rights**
 - 2.1. Article I: All human beings are born free and equal in dignity and rights. They are endowed with reason and conscience and should act towards one another in a spirit of brotherhood.
 - 2.2. Article 2: Everyone is entitled to all the rights and freedoms set forth in this Declaration, without distinction of any kind, such as race, colour, sex, language, religion, political or other opinion, national or social origin, property, birth or other status. Furthermore, no distinction shall be made on the basis of the political, jurisdictional or international status of the country or territory to which a person belongs, whether it be independent, trust, non-self-governing or under any other limitation of sovereignty.
 - 2.3. Article 3: Everyone has the right to life, liberty and security of person.
 - 2.4. Article 4: No one shall be held in slavery or servitude; slavery and the slave trade shall be prohibited in all their forms.
 - 2.5. Article 5: No one shall be subjected to torture or to cruel, inhuman or degrading treatment or punishment.
 - 2.6. Article 6: Everyone has the right to recognition everywhere as a person before the law.
 - 2.7. Article 7: All are equal before the law and are entitled without any discrimination to equal protection of the law. All are entitled to equal protection against any

- discrimination in violation of this Declaration and against any incitement to such discrimination.
- 2.8. Article 8: Everyone has the right to an effective remedy by the competent national tribunals for acts violating the fundamental rights granted him by the constitution or by law.
 - 2.9. Article 9: No one shall be subjected to arbitrary arrest, detention or exile.
 - 2.10. Article 10: Everyone is entitled in full equality to a fair and public hearing by an independent and impartial tribunal, in the determination of his rights and obligations and of any criminal charge against him.
 - 2.11. Article 11: Everyone charged with a penal offence has the right to be presumed innocent until proved guilty according to law in a public trial at which he has had all the guarantees necessary for his defense. No one shall be held guilty of any penal offence on account of any act or omission which did not constitute a penal offence, under national or international law, at the time when it was committed. Nor shall a heavier penalty be imposed than the one that was applicable at the time the penal offence was committed.
 - 2.12. Article 12: No one shall be subjected to arbitrary interference with his privacy, family, home or correspondence, nor to attacks upon his honour and reputation. Everyone has the right to the protection of the law against such interference or attacks.
 - 2.13. Article 13: Everyone has the right to freedom of movement and residence within the borders of each State. Everyone has the right to leave any country, including his own, and to return to his country.
 - 2.14. Article 14: Everyone has the right to seek and to enjoy in other countries asylum from persecution. This right may not be invoked in the case of prosecutions genuinely arising from non-political crimes or from acts contrary to the purposes and principles of the aforementioned.
 - 2.15. Article 15: Everyone has the right to a nationality. No one shall be arbitrarily deprived of his nationality nor denied the right to change his nationality.
 - 2.16. Article 16: Men and women of full age, without any limitation due to race, nationality or religion, have the right to marry and to found a family. They are entitled to equal rights as to marriage, during marriage and at its dissolution. Marriage shall be entered into only with the free and full consent of the intending spouses. The family is the natural and fundamental group unit of society and is entitled to protection by society and the State.
 - 2.17. Article 17: Everyone has the right to own property alone as well as in association with others. 2. No one shall be arbitrarily deprived of his property.
 - 2.18. Article 18: Everyone has the right to freedom of thought, conscience and religion; this right includes freedom to change his religion or belief, and freedom, either alone or in community with others and in public or private, to manifest his religion or belief in teaching, practice, worship and observance.

- 2.19. Article 19: Everyone has the right to freedom of opinion and expression; this right includes freedom to hold opinions without interference and to seek, receive and impart information and ideas through any media and regardless of frontiers.
- 2.20. Article 20: Everyone has the right to freedom of peaceful assembly and association. No one may be compelled to belong to an association.
- 2.21. Article 21: Everyone has the right to take part in the government of his country, directly or through freely chosen representatives. Everyone has the right to equal access to public service in his country. The will of the people shall be the basis of the authority of government; this will shall be expressed in periodic and genuine elections which shall be by universal and equal suffrage and shall be held by secret vote or by equivalent free voting procedures.
- 2.22. Article 22: Everyone, as a member of society, has the right to social security and is entitled to realization, through national effort and international co-operation and in accordance with the organization and resources of each State, of the economic, social and cultural rights indispensable for his dignity and the free development of his personality.
- 2.23. Article 23: Everyone has the right to work, to free choice of employment, to just and favorable conditions of work and to protection against unemployment. Everyone, without any discrimination, has the right to equal pay for equal work. Everyone who works has the right to just and favorable remuneration ensuring for himself and his family an existence worthy of human dignity, and supplemented, if necessary, by other means of social protection. Everyone has the right to form and to join trade unions for the protection of his interests.
- 2.24. Article 24: Everyone has the right to rest and leisure, including reasonable limitation of working hours and periodic holidays with pay.
- 2.25. Article 25: Everyone has the right to a standard of living adequate for the health and well-being of himself and of his family, including food, clothing, housing and medical care and necessary social supports, and the right to security in the event of unemployment, sickness, disability, widowhood, old age or other lack of livelihood in circumstances beyond his control. Motherhood and childhood are entitled to special care and assistance. All children, whether born in or out of wedlock, shall enjoy the same social protection.
- 2.26. Article 26: Everyone has the right to education. Education shall be free, at least in the elementary and fundamental stages. Elementary education shall be compulsory. Technical and professional education shall be made generally available and higher education shall be equally accessible to all on the basis of merit. Education shall be directed to the full development of the human personality and to the strengthening of respect for human rights and fundamental freedoms. It shall promote understanding, tolerance and friendship among all nations, racial or religious groups, and shall further the activities for the maintenance of peace. Parents have a prior right to choose the kind of education that shall be given to their children.

2.27. Article 27: Everyone has the right freely to participate in the cultural life of the community, to enjoy the arts and to share in scientific advancement and its benefits. Everyone has the right to the protection of the moral and material interests resulting from any scientific, literary or artistic production of which he is the author.

2.28. Article 28: Everyone is entitled to a social and international order in which the rights and freedoms set forth in this Declaration can be fully realized.

2.29. Article 29: Everyone has duties to the community in which alone the free and full development of his personality is possible.

2.29.1. In the exercise of his rights and freedoms, everyone shall be subject only to such limitations as are determined by law solely for the purpose of securing due recognition and respect for the rights and freedoms of others and of meeting the just requirements of morality, public order and the general welfare in a democratic society. These rights and freedoms may in no case be exercised contrary to the purposes and principles of the aforementioned.

2.30. Article 30: Nothing in this Declaration may be interpreted as implying for any State, group or person any right to engage in any activity or to perform any act aimed at the destruction of any of the rights and freedoms set forth herein

(Latest Revision: 10/27/2022, Nathan Red, President)

3. United States Constitution

3.1. We the People of the United States, in Order to form a more perfect Union, establish Justice, insure domestic Tranquility, provide for the common defence, promote the general Welfare, and secure the Blessings of Liberty to ourselves and our Posterity, do ordain and establish this Constitution for the United States of America.

3.2. Article. I.

3.2.1. Section. 1.

3.2.1.1. All legislative Powers herein granted shall be vested in a Congress of the United States, which shall consist of a Senate and House of Representatives.

3.2.2. Section. 2.

3.2.2.1. The House of Representatives shall be composed of Members chosen every second Year by the People of the several States, and the Electors in each State shall have the Qualifications requisite for Electors of the most numerous Branch of the State Legislature.

3.2.2.2. No Person shall be a Representative who shall not have attained to the Age of twenty-five Years, and been seven Years a Citizen of the United States, and who shall not, when elected, be an Inhabitant of that State in which he shall be chosen.

3.2.2.3. Representatives and direct Taxes shall be apportioned among the several States which may be included within this Union, according to their respective Numbers, which shall be determined by adding to the

whole Number of free Persons, including those bound to Service for a Term of Years, and excluding Indians not taxed, three fifths of all other Persons. The actual Enumeration shall be made within three Years after the first Meeting of the Congress of the United States, and within every subsequent Term of ten Years, in such Manner as they shall by Law direct. The Number of Representatives shall not exceed one for every thirty Thousand, but each State shall have at Least one Representative; and until such enumeration shall be made, the State of New Hampshire shall be entitled to chuse three, Massachusetts eight, Rhode-Island and Providence Plantations one, Connecticut five, New-York six, New Jersey four, Pennsylvania eight, Delaware one, Maryland six, Virginia ten, North Carolina five, South Carolina five, and Georgia three.

3.2.2.4. When vacancies happen in the Representation from any State, the Executive Authority thereof shall issue Writs of Election to fill such Vacancies.

3.2.2.5. The House of Representatives shall chuse their Speaker and other Officers; and shall have the sole Power of Impeachment.

3.2.3. Section. 3.

3.2.3.1. The Senate of the United States shall be composed of two Senators from each State, chosen by the Legislature thereof, for six Years; and each Senator shall have one Vote.

3.2.3.2. Immediately after they shall be assembled in Consequence of the first Election, they shall be divided as equally as may be into three Classes. The Seats of the Senators of the first Class shall be vacated at the Expiration of the second Year, of the second Class at the Expiration of the fourth Year, and of the third Class at the Expiration of the sixth Year, so that one third may be chosen every second Year; and if Vacancies happen by Resignation, or otherwise, during the Recess of the Legislature of any State, the Executive thereof may make temporary Appointments until the next Meeting of the Legislature, which shall then fill such Vacancies.

3.2.3.3. No Person shall be a Senator who shall not have attained to the Age of thirty Years, and been nine Years a Citizen of the United States, and who shall not, when elected, be an Inhabitant of that State for which he shall be chosen.

3.2.3.4. The Vice President of the United States shall be President of the Senate, but shall have no Vote, unless they be equally divided.

3.2.3.5. The Senate shall chuse their other Officers, and also a President pro tempore, in the Absence of the Vice President, or when he shall exercise the Office of President of the United States.

3.2.3.6. The Senate shall have the sole Power to try all Impeachments. When sitting for that Purpose, they shall be on Oath or Affirmation. When the President of the United States is tried, the Chief Justice shall

preside: And no Person shall be convicted without the Concurrence of two thirds of the Members present.

3.2.3.7. Judgment in Cases of Impeachment shall not extend further than to removal from Office, and disqualification to hold and enjoy any Office of honor, Trust or Profit under the United States: but the Party convicted shall nevertheless be liable and subject to Indictment, Trial, Judgment and Punishment, according to Law.

3.2.4. Section. 4.

3.2.4.1. The Times, Places and Manner of holding Elections for Senators and Representatives, shall be prescribed in each State by the Legislature thereof; but the Congress may at any time by Law make or alter such Regulations, except as to the Places of chusing Senators.

3.2.4.2. The Congress shall assemble at least once in every Year, and such Meeting shall be on the first Monday in December, unless they shall by Law appoint a different Day.

3.2.5. Section. 5.

3.2.5.1. Each House shall be the Judge of the Elections, Returns and Qualifications of its own Members, and a Majority of each shall constitute a Quorum to do Business; but a smaller Number may adjourn from day to day, and may be authorized to compel the Attendance of absent Members, in such Manner, and under such Penalties as each House may provide.

3.2.5.2. Each House may determine the Rules of its Proceedings, punish its Members for disorderly Behavior, and, with the Concurrence of two thirds, expel a Member.

3.2.5.3. Each House shall keep a Journal of its Proceedings, and from time to time publish the same, excepting such Parts as may in their Judgment require Secrecy; and the Yeas and Nays of the Members of either House on any question shall, at the Desire of one fifth of those Present, be entered on the Journal.

3.2.5.4. Neither House, during the Session of Congress, shall, without the Consent of the other, adjourn for more than three days, nor to any other Place than that in which the two Houses shall be sitting.

3.2.6. Section. 6.

3.2.6.1. The Senators and Representatives shall receive a Compensation for their Supports, to be ascertained by Law, and paid out of the Treasury of the United States. They shall in all Cases, except Treason, Felony and Breach of the Peace, be privileged from Arrest during their Attendance at the Session of their respective Houses, and in going to and returning from the same; and for any Speech or Debate in either House, they shall not be questioned in any other Place.

3.2.6.2. No Senator or Representative shall, during the Time for which he was elected, be appointed to any civil Office under the Authority of the

United States, which shall have been created, or the Emoluments whereof shall have been increased during such time; and no Person holding any Office under the United States, shall be a Member of either House during his Continuance in Office.

3.2.7. Section. 7.

3.2.7.1. All Bills for raising Revenue shall originate in the House of Representatives; but the Senate may propose or concur with Amendments as on other Bills.

3.2.7.2. Every Bill which shall have passed the House of Representatives and the Senate, shall, before it become a Law, be presented to the President of the United States; If he approve he shall sign it, but if not he shall return it, with his Objections to that House in which it shall have originated, who shall enter the Objections at large on their Journal, and proceed to reconsider it. If after such Reconsideration two thirds of that House shall agree to pass the Bill, it shall be sent, together with the Objections, to the other House, by which it shall likewise be reconsidered, and if approved by two thirds of that House, it shall become a Law. But in all such Cases the Votes of both Houses shall be determined by yeas and Nays, and the Names of the Persons voting for and against the Bill shall be entered on the Journal of each House respectively. If any Bill shall not be returned by the President within ten Days (Sundays excepted) after it shall have been presented to him, the Same shall be a Law, in like Manner as if he had signed it, unless the Congress by their Adjournment prevent its Return, in which Case it shall not be a Law.

3.2.7.3. Every Order, Resolution, or Vote to which the Concurrence of the Senate and House of Representatives may be necessary (except on a question of Adjournment) shall be presented to the President of the United States; and before the Same shall take Effect, shall be approved by him, or being disapproved by him, shall be repassed by two thirds of the Senate and House of Representatives, according to the Rules and Limitations prescribed in the Case of a Bill.

3.2.8. Section. 8.

3.2.8.1. The Congress shall have Power To lay and collect Taxes, Duties, Imposts and Excises, to pay the Debts and provide for the common Defence and general Welfare of the United States; but all Duties, Imposts and Excises shall be uniform throughout the United States;

3.2.8.2. To borrow Money on the credit of the United States;

3.2.8.3. To regulate Commerce with foreign Nations, and among the several States, and with the Indian Tribes;

3.2.8.4. To establish an uniform Rule of Naturalization, and uniform Laws on the subject of Bankruptcies throughout the United States;

- 3.2.8.5. To coin Money, regulate the Value thereof, and of foreign Coin, and fix the Standard of Weights and Measures;
 - 3.2.8.6. To provide for the Punishment of counterfeiting the Securities and current Coin of the United States;
 - 3.2.8.7. To establish Post Offices and post Roads;
 - 3.2.8.8. To promote the Progress of Science and useful Arts, by securing for limited Times to Authors and Inventors the exclusive Right to their respective Writings and Discoveries;
 - 3.2.8.9. To constitute Tribunals inferior to the supreme Court;
 - 3.2.8.10. To define and punish Piracies and Felonies committed on the high Seas, and Offences against the Law of Nations;
 - 3.2.8.11. To declare War, grant Letters of Marque and Reprisal, and make Rules concerning Captures on Land and Water;
 - 3.2.8.12. To raise and support Armies, but no Appropriation of Money to that Use shall be for a longer Term than two Years;
 - 3.2.8.13. To provide and maintain a Navy;
 - 3.2.8.14. To make Rules for the Government and Regulation of the land and naval Forces;
 - 3.2.8.15. To provide for calling forth the Militia to execute the Laws of the Union, suppress Insurrections and repel Invasions;
 - 3.2.8.16. To provide for organizing, arming, and disciplining, the Militia, and for governing such Part of them as may be employed in the Service of the United States, reserving to the States respectively, the Appointment of the Officers, and the Authority of training the Militia according to the discipline prescribed by Congress;
 - 3.2.8.17. To exercise exclusive Legislation in all Cases whatsoever, over such District (not exceeding ten Miles square) as may, by Cession of particular States, and the Acceptance of Congress, become the Seat of the Government of the United States, and to exercise like Authority over all Places purchased by the Consent of the Legislature of the State in which the Same shall be, for the Erection of Forts, Magazines, Arsenals, dock-Yards, and other needful Buildings;—And
 - 3.2.8.18. To make all Laws which shall be necessary and proper for carrying into Execution the foregoing Powers, and all other Powers vested by this Constitution in the Government of the United States, or in any Department or Officer thereof.
- 3.2.9. Section. 9.
- 3.2.9.1. The Migration or Importation of such Persons as any of the States now existing shall think proper to admit, shall not be prohibited by the Congress prior to the Year one thousand eight hundred and eight, but a Tax or duty may be imposed on such Importation, not exceeding ten dollars for each Person.

- 3.2.9.2. The Privilege of the Writ of Habeas Corpus shall not be suspended, unless when in Cases of Rebellion or Invasion the public Safety may require it.
- 3.2.9.3. No Bill of Attainder or ex post facto Law shall be passed.
- 3.2.9.4. No Capitation, or other direct, Tax shall be laid, unless in Proportion to the Census or enumeration herein before directed to be taken.
- 3.2.9.5. No Tax or Duty shall be laid on Articles exported from any State.
- 3.2.9.6. No Preference shall be given by any Regulation of Commerce or Revenue to the Ports of one State over those of another: nor shall Vessels bound to, or from, one State, be obliged to enter, clear, or pay Duties in another.
- 3.2.9.7. No Money shall be drawn from the Treasury, but in Consequence of Appropriations made by Law; and a regular Statement and Account of the Receipts and Expenditures of all public Money shall be published from time to time.
- 3.2.9.8. No Title of Nobility shall be granted by the United States: And no Person holding any Office of Profit or Trust under them, shall, without the Consent of the Congress, accept of any present, Emolument, Office, or Title, of any kind whatever, from any King, Prince, or foreign State.
- 3.2.10. Section. 10.
 - 3.2.10.1. No State shall enter into any Treaty, Alliance, or Confederation; grant Letters of Marque and Reprisal; coin Money; emit Bills of Credit; make any Thing but gold and silver Coin a Tender in Payment of Debts; pass any Bill of Attainder, ex post facto Law, or Law impairing the Obligation of Contracts, or grant any Title of Nobility.
 - 3.2.10.2. No State shall, without the Consent of the Congress, lay any Imposts or Duties on Imports or Exports, except what may be absolutely necessary for executing it's inspection Laws: and the net Produce of all Duties and Imposts, laid by any State on Imports or Exports, shall be for the Use of the Treasury of the United States; and all such Laws shall be subject to the Revision and Controul of the Congress.
 - 3.2.10.3. No State shall, without the Consent of Congress, lay any Duty of Tonnage, keep Troops, or Ships of War in time of Peace, enter into any Agreement or Compact with another State, or with a foreign Power, or engage in War, unless actually invaded, or in such imminent Danger as will not admit of delay.

3.3. Article. II.

3.3.1. Section. 1.

- 3.3.1.1. The executive Power shall be vested in a President of the United States of America. He shall hold his Office during the Term of four

Years, and, together with the Vice President, chosen for the same Term, be elected, as follows

- 3.3.1.2. Each State shall appoint, in such Manner as the Legislature thereof may direct, a Number of Electors, equal to the whole Number of Senators and Representatives to which the State may be entitled in the Congress: but no Senator or Representative, or Person holding an Office of Trust or Profit under the United States, shall be appointed an Elector.
- 3.3.1.3. The Electors shall meet in their respective States, and vote by Ballot for two Persons, of whom one at least shall not be an Inhabitant of the same State with themselves. And they shall make a List of all the Persons voted for, and of the Number of Votes for each; which List they shall sign and certify, and transmit sealed to the Seat of the Government of the United States, directed to the President of the Senate. The President of the Senate shall, in the Presence of the Senate and House of Representatives, open all the Certificates, and the Votes shall then be counted. The Person having the greatest Number of Votes shall be the President, if such Number be a Majority of the whole Number of Electors appointed; and if there be more than one who have such Majority, and have an equal Number of Votes, then the House of Representatives shall immediately chuse by Ballot one of them for President; and if no Person have a Majority, then from the five highest on the List the said House shall in like Manner chuse the President. But in chusing the President, the Votes shall be taken by States, the Representation from each State having one Vote; A quorum for this Purpose shall consist of a Member or Members from two thirds of the States, and a Majority of all the States shall be necessary to a Choice. In every Case, after the Choice of the President, the Person having the greatest Number of Votes of the Electors shall be the Vice President. But if there should remain two or more who have equal Votes, the Senate shall chuse from them by Ballot the Vice President.
- 3.3.1.4. The Congress may determine the Time of chusing the Electors, and the Day on which they shall give their Votes; which Day shall be the same throughout the United States.
- 3.3.1.5. No Person except a natural born Citizen, or a Citizen of the United States, at the time of the Adoption of this Constitution, shall be eligible to the Office of President; neither shall any Person be eligible to that Office who shall not have attained to the Age of thirty five Years, and been fourteen Years a Resident within the United States.
- 3.3.1.6. In Case of the Removal of the President from Office, or of his Death, Resignation, or Inability to discharge the Powers and Duties of the said Office, the Same shall devolve on the Vice President, and the Congress may by Law provide for the Case of Removal, Death,

Resignation or Inability, both of the President and Vice President, declaring what Officer shall then act as President, and such Officer shall act accordingly, until the Disability be removed, or a President shall be elected.

3.3.1.7. The President shall, at stated Times, receive for his Supports, a Compensation, which shall neither be encreased nor diminished during the Period for which he shall have been elected, and he shall not receive within that Period any other Emolument from the United States, or any of them.

3.3.1.8. Before he enter on the Execution of his Office, he shall take the following Oath or Affirmation:—"I do solemnly swear (or affirm) that I will faithfully execute the Office of President of the United States, and will to the best of my Ability, preserve, protect and defend the Constitution of the United States."

3.3.2. Section. 2.

3.3.2.1. The President shall be Commander in Chief of the Army and Navy of the United States, and of the Militia of the several States, when called into the actual Service of the United States; he may require the Opinion, in writing, of the principal Officer in each of the executive Departments, upon any Subject relating to the Duties of their respective Offices, and he shall have Power to grant Reprieves and Pardons for Offences against the United States, except in Cases of Impeachment.

3.3.2.2. He shall have Power, by and with the Advice and Consent of the Senate, to make Treaties, provided two thirds of the Senators present concur; and he shall nominate, and by and with the Advice and Consent of the Senate, shall appoint Ambassadors, other public Ministers and Consuls, Judges of the supreme Court, and all other Officers of the United States, whose Appointments are not herein otherwise provided for, and which shall be established by Law: but the Congress may by Law vest the Appointment of such inferior Officers, as they think proper, in the President alone, in the Courts of Law, or in the Heads of Departments.

3.3.2.3. The President shall have Power to fill up all Vacancies that may happen during the Recess of the Senate, by granting Commissions which shall expire at the End of their next Session.

3.3.3. Section. 3.

3.3.3.1. He shall from time to time give to the Congress Information of the State of the Union, and recommend to their Consideration such Measures as he shall judge necessary and expedient; he may, on extraordinary Occasions, convene both Houses, or either of them, and in Case of Disagreement between them, with Respect to the Time of Adjournment, he may adjourn them to such Time as he shall think proper; he shall receive Ambassadors and other public Ministers; he

shall take Care that the Laws be faithfully executed, and shall Commission all the Officers of the United States.

3.3.4. Section. 4.

3.3.4.1. The President, Vice President and all civil Officers of the United States, shall be removed from Office on Impeachment for, and Conviction of, Treason, Bribery, or other high Crimes and Misdemeanors.

3.4. Article III.

3.4.1. Section. 1.

3.4.1.1. The judicial Power of the United States, shall be vested in one supreme Court, and in such inferior Courts as the Congress may from time to time ordain and establish. The Judges, both of the supreme and inferior Courts, shall hold their Offices during good Behaviour, and shall, at stated Times, receive for their Supports, a Compensation, which shall not be diminished during their Continuance in Office.

3.4.2. Section. 2.

3.4.2.1. The judicial Power shall extend to all Cases, in Law and Equity, arising under this Constitution, the Laws of the United States, and Treaties made, or which shall be made, under their Authority;—to all Cases affecting Ambassadors, other public Ministers and Consuls;—to all Cases of admiralty and maritime Jurisdiction;—to Controversies to which the United States shall be a Party;—to Controversies between two or more States;— between a State and Citizens of another State,— between Citizens of different States,—between Citizens of the same State claiming Lands under Grants of different States, and between a State, or the Citizens thereof, and foreign States, Citizens or Subjects.

3.4.2.2. In all Cases affecting Ambassadors, other public Ministers and Consuls, and those in which a State shall be Party, the supreme Court shall have original Jurisdiction. In all the other Cases before mentioned, the supreme Court shall have appellate Jurisdiction, both as to Law and Fact, with such Exceptions, and under such Regulations as the Congress shall make.

3.4.2.3. The Trial of all Crimes, except in Cases of Impeachment, shall be by Jury; and such Trial shall be held in the State where the said Crimes shall have been committed; but when not committed within any State, the Trial shall be at such Place or Places as the Congress may by Law have directed.

3.4.3. Section. 3.

3.4.3.1. Treason against the United States, shall consist only in levying War against them, or in adhering to their Enemies, giving them Aid and Comfort. No Person shall be convicted of Treason unless on the Testimony of two Witnesses to the same overt Act, or on Confession in open Court.

3.4.3.2. The Congress shall have Power to declare the Punishment of Treason, but no Attainder of Treason shall work Corruption of Blood, or Forfeiture except during the Life of the Person attainted.

3.5. Article. IV.

3.5.1. Section. 1.

3.5.1.1. Full Faith and Credit shall be given in each State to the public Acts, Records, and judicial Proceedings of every other State. And the Congress may by general Laws prescribe the Manner in which such Acts, Records and Proceedings shall be proved, and the Effect thereof.

3.5.2. Section. 2.

3.5.2.1. The Citizens of each State shall be entitled to all Privileges and Immunities of Citizens in the several States.

3.5.2.2. A Person charged in any State with Treason, Felony, or other Crime, who shall flee from Justice, and be found in another State, shall on Demand of the executive Authority of the State from which he fled, be delivered up, to be removed to the State having Jurisdiction of the Crime.

3.5.2.3. No Person held to Service or Labour in one State, under the Laws thereof, escaping into another, shall, in Consequence of any Law or Regulation therein, be discharged from such Service or Labour, but shall be delivered up on Claim of the Party to whom such Service or Labour may be due.

3.5.3. Section. 3.

3.5.3.1. New States may be admitted by the Congress into this Union; but no new State shall be formed or erected within the Jurisdiction of any other State; nor any State be formed by the Junction of two or more States, or Parts of States, without the Consent of the Legislatures of the States concerned as well as of the Congress.

3.5.3.2. The Congress shall have Power to dispose of and make all needful Rules and Regulations respecting the Territory or other Property belonging to the United States; and nothing in this Constitution shall be so construed as to Prejudice any Claims of the United States, or of any particular State.

3.5.4. Section. 4.

3.5.4.1. The United States shall guarantee to every State in this Union a Republican Form of Government, and shall protect each of them against Invasion; and on Application of the Legislature, or of the Executive (when the Legislature cannot be convened) against domestic Violence.

3.6. Article. V.

3.6.1. The Congress, whenever two thirds of both Houses shall deem it necessary, shall propose Amendments to this Constitution, or, on the Application of the Legislatures of two thirds of the several States, shall call a

Convention for proposing Amendments, which, in either Case, shall be valid to all Intents and Purposes, as Part of this Constitution, when ratified by the Legislatures of three fourths of the several States, or by Conventions in three fourths thereof, as the one or the other Mode of Ratification may be proposed by the Congress; Provided that no Amendment which may be made prior to the Year One thousand eight hundred and eight shall in any Manner affect the first and fourth Clauses in the Ninth Section of the first Article; and that no State, without its Consent, shall be deprived of its equal Suffrage in the Senate.

3.7. Article. VI.

- 3.7.1. All Debts contracted and Engagements entered into, before the Adoption of this Constitution, shall be as valid against the United States under this Constitution, as under the Confederation.
- 3.7.2. This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the Contrary notwithstanding.
- 3.7.3. The Senators and Representatives before mentioned, and the Members of the several State Legislatures, and all executive and judicial Officers, both of the United States and of the several States, shall be bound by Oath or Affirmation, to support this Constitution; but no religious Test shall ever be required as a Qualification to any Office or public Trust under the United States.

3.8. Article. VII.

- 3.8.1. The Ratification of the Conventions of nine States, shall be sufficient for the Establishment of this Constitution between the States so ratifying the Same.
- 3.8.2. The Word, "the," being interlined between the seventh and eighth Lines of the first Page, The Word "Thirty" being partly written on an Erasure in the fifteenth Line of the first Page, The Words "is tried" being interlined between the thirty second and thirty third Lines of the first Page and the Word "the" being interlined between the forty third and forty fourth Lines of the second Page.
- 3.8.3. Attest William Jackson Secretary done in Convention by the Unanimous Consent of the States present the Seventeenth Day of September in the Year of our Lord one thousand seven hundred and Eighty seven and of the Independence of the United States of America the Twelfth In witness whereof We have hereunto subscribed our Names

4. **Mandatory Components of an Investigation**

- 4.1. Assisted Independence, LLC will put investigative procedures in place in the event an allegation or grievance is brought to attention, including;
 - 4.1.1. Internal review of the death of an individual receiving supports;

- 4.1.2. Investigations into alleged abuse, neglect, or exploitation of an individual receiving supports;
- 4.1.3. Investigations into significant injuries of unknown origin, as defined in the Incident Report policy; and
- 4.1.4. Investigations as otherwise requested by the Bureau of Developmental Disabilities Supports (BDDS) Director or Bureau of Quality Improvement Supports (BQIS) Director
- 4.2. Mandatory components of an investigation/review as addressed in this policy include;
 - 4.2.1. A clear statement indicating why the investigation/review is being conducted along with the nature of the allegation/event.
 - 4.2.2. A clear statement of the event or allegation of event in a time-line format including what, where and when the event happened or is alleged to have happened.
 - 4.2.3. Identification by name and title of all involved parties or alleged involved parties including;
 - 4.2.3.1. Any victim(s) or alleged victim(s)
 - 4.2.3.2. All staff assigned to the victim(s) or alleged victim(s) at the time of the incident;
 - 4.2.3.3. All alleged perpetrators, when indicated; and
 - 4.2.3.4. All actual or potential witnesses to the event or alleged event.
 - 4.2.4. Signed and dated statements from all involved parties, including all actual and potential witnesses to the event or alleged event.
 - 4.2.5. A statement describing all record and other document review associated with the event or alleged event.
 - 4.2.6. Copies of all records and other documents reviewed that provide evidence supporting the findings of the investigation or review.
 - 4.2.7. If there are any discrepancies/conflicts between the evidence gathered, the discrepancy is resolved and/or explained.
 - 4.2.8. A determination if rights have been violated, if supports and/or care were not provided or were not appropriately provided, if agency policies and or procedures were not followed and/or if any federal or state regulations were not followed.
 - 4.2.9. A clear statement of substantiation or non-substantiation of any allegation that includes a description/summary of the evidence that resulted in the finding.
 - 4.2.10. A definitive description of all corrective actions developed and implemented and/or to be implemented as a result of the investigation or review, including completion dates for each corrective action.
 - 4.2.11. The signature, name and title of the person completing the investigation.
 - 4.2.12. The date the investigation was completed.
- 5. **Provider Complaint / Grievance Reporting Procedure**
 - 5.1. It is the policy of Assisted Independence LLC to treat all individuals and their families with fairness and professionalism and to strive for excellence in providing supports. Our policy provides individuals and their families or legal

- guardians with the opportunity to express a problem or grievance related to the quality of supports.
- 5.2. Assisted Independence LLC has designed its grievance procedure to provide a means for those applying for our supports and individuals receiving supports to bring a grievance to the attention of Assisted Independence LLC and reach a quick resolution.
 - 5.3. Assisted Independence LLC has a strict policy prohibiting retaliation in any form against anyone who files a grievance, nor will future supports be denied. Grievances will not result in any retaliation or barriers to supports by any owners, directors, officers, agents, employees, contractors, or subcontractors to an individual receiving supports as a result of any formal complaint made by an individual receiving supports.
 - 5.4. To protect an individual's rights and enable an individual to exercise the individual's rights, Assisted Independence, LLC. shall do the following:
 - 5.5. Provide an individual with humane care and protection from harm.
 - 5.6. Provide supports that:
 - 5.6.1. are meaningful and appropriate; and
 - 5.6.2. comply with:
 - 5.6.2.1. standards of professional practice;
 - 5.6.2.2. guidelines established by accredited professional organizations if applicable; and
 - 5.6.2.3. budgetary constraints; in a safe, secure, and supportive environment.
 - 5.7. Obtain written consent from an individual, or the individual's legal representative, if applicable, before releasing information from the individual's records unless the person requesting release of the records is authorized by law to receive the records without consent.
 - 5.8. Inform the individual and/or the individual's guardians of the definition of a formal complaint: grievance.
 - 5.9. Make complaint procedures readily available and understandable to individuals supported.
 - 5.10. Document all formal complaints received.
 - 5.11. A grievance is defined as any situation or condition that an individual supported thinks is unfair, unjust or inequitable. To explain further, the following examples are provided;
 - An employee of Assisted Independence LLC uses language that is not person-first.
 - An employee of Assisted Independence LLC is late for scheduled work.
 - An employee of Assisted Independence LLC does not communicate in a timely manner.
- Please note that a complaint can be filed for any reason. The complaints listed above are only examples.*
- 5.12. Under the Grievance Reporting and Procedure, you should submit a grievance in the following sequence.

- 5.12.1. Informal Complaint- The individual and family are encouraged to discuss grievances with the direct employee that is providing support to the individual receiving support. If the employee cannot resolve a grievance, the employee shall inform the individual of the grievance procedure and inform the Corporate Compliance Officer about the grievance.
- 5.12.2. Formal Complaints- An individual can bypass the Informal Complaint with the following options of action;
 - 5.12.2.1. Utilizing our website to file a grievance by visiting www.assistedindependence.care/contact.
 - 5.12.2.2. Completing in writing a Complaint Form and mailing to Assisted Independence LLC. The Complaint Form and return envelope with postage can be found in the Individual Intake Packet at the site of service delivery.
 - 5.12.2.3. Contacting the Corporate Compliance Officer directly, either through emailing or phone. (See contact information below).
 - 5.12.2.4. Completion and mailing of the Annual Survey of Individual Satisfaction.
- 5.12.3. As always, Assisted Independence LLC continues to be available to speak to the individuals, and their families, receiving supports in the event the complaint requires immediate attention. If necessary, a meeting can be requested with the Corporate Compliance Officer, individual receiving supports and/or the individual's receiving supports parent/guardian, and the individual with whom the complaint has been filed against. A Complaint Form will be completed for record keeping purposes.
- 5.12.4. The DDRS Policy Manual lists these classifications of complaints;
 - 5.12.4.1. Urgent- An immediate or direct serious adverse effect on the health, rights or welfare of an individual;
 - 5.12.4.1.1. If an urgent complaint is by someone other than the guardian the guardian shall be notified within 24 hours, if applicable.
 - 5.12.4.2. Critical- An indirect threat on the health, rights or welfare of an individual; and
 - 5.12.4.2.1. If a critical complaint is by someone other than the guardian the guardian shall be notified within 24 hours, if applicable.
 - 5.12.4.3. Non-Critical- Threats less than those described above.
- 5.13. Once the grievance is received, Assisted Independence LLC will initiate an investigation within two (2) business days.
- 5.14. Assisted Independence LLC will provide in the individual's usual mode of communication
 - 5.14.1. acknowledgement of reception of the complaint to the individual who filed the complaint within seven (7) business days
 - 5.14.2. The rights and responsibilities of each party
 - 5.14.3. the individual's constitutional and statutory rights by the BDDS; and
 - 5.14.4. the complaint procedure established by Assisted Independence, LLC for processing complaints.

- 5.14.5. The availability of advocates or other assistances.
- 5.15. Necessary actions to handle and resolve the complaint might be with or without third-party affiliates, including, but not limited to, attorneys, law enforcement officials and state appointees, who may be necessary for external review.
- 5.16. Assisted Independence LLC will report potential resolutions of the complaint investigation to the individual within fourteen (14) business days after complaint is received. If it has not been possible to gather the necessary information that would lead to a resolution by fourteen (14) days, the individual will be notified and given a new date, up to thirty (30) days, by which a resolution or determination will be made.
- 5.17. If for any reason the individual is not satisfied with the proposed resolution, you may contact the Corporate Compliance Officer to further discuss the grievance. Assisted Independence LLC will conduct a review of the matter and will respond in writing within ten (10) business days. The Corporate Compliance Officer decision and recommendations will be final.
- 5.18. All individuals receiving supports through the Assisted Independence LLC have a right to request a change in Direct Support Professional (DSP) employees, Recreational Therapists, or any person directly providing service to an individual. All individuals receiving supports through the Assisted Independence LLC have a right to change service providers at any given time. For more information about changing providers, please contact the individual's Medicaid Waiver case manager.

Corporate Compliance Officer

Wendy Kirts
wendy@assistedindependence.care
(812) 374-9450

Assisted Independence LLC

P.O. Box 1683
Columbus, IN 47202
info@assistedindependence.care
(812) 374-9450

6. Prohibiting Violations of Individual Rights

- 6.1. Assisted Independence, LLC shall not:
- 6.1.1. abuse, neglect, exploit, or mistreat an individual; or
 - 6.1.2. violate an individual's rights.
 - 6.1.3. humiliate any individual in any shape or form
- 6.2. Assisted Independence, LLC, who delivers supports through employees or agents, has adopted policies and procedures that prohibit:
- 6.2.1. abuse, neglect, exploitation, or mistreatment of an individual; or
 - 6.2.2. violation of an individual's rights.
 - 6.2.3. any standing policies and procedures the restrict individuals' rights.

- 6.3. It is the policy of Assisted Independence, LLC that aversive techniques shall not be used to support individuals receiving waiver funded supports
 - 6.3.1. Aversive techniques intended to cause pain or other unpleasant sensation shall not be used to support individuals receiving waiver funded supports.
 - Examples of aversive techniques include but are not limited to:
 - 6.3.1.1. Contingent exercise
 - 6.3.1.2. Contingent noxious stimulation
 - 6.3.1.3. Corporal punishment
 - 6.3.1.4. Negative practice
 - 6.3.1.5. Overcorrection
 - 6.3.1.6. Seclusion
 - 6.3.1.7. Visual or facial screening
 - 6.3.1.8. Any other technique that:
 - 6.3.1.8.1. incorporates the use of painful or noxious stimuli;
 - 6.3.1.8.2. incorporates denial of any health-related necessity; or
 - 6.3.1.8.3. degrades the dignity of an Individual.
- 6.4. Practices prohibited under this section include the following:
 - 6.4.1. Corporal punishment inflicted by the application of painful stimuli to the body, which includes:
 - 6.4.1.1. forced physical activity or contingent exercise;
 - 6.4.1.2. hitting;
 - 6.4.1.3. pinching;
 - 6.4.1.4. the application of painful or contingent noxious stimuli;
 - 6.4.1.5. the use of electric shock; or
 - 6.4.1.6. the infliction of physical pain.
 - 6.4.2. Negative practice
 - 6.4.3. Seclusion by placing an individual alone in a room or other area from which exit is prevented.
 - 6.4.4. Overcorrection.
 - 6.4.5. Verbal abuse, including screaming, swearing, name-calling, belittling, or other verbal activity that may cause damage to an individual's self-respect or dignity.
 - 6.4.6. Visual or facial screening / mirroring.
 - 6.4.6.1. Screening: covering an individual's face so that they cannot see as a negative punishment.
 - 6.4.6.2. Mirroring: forcing an individual to stare at his/her reflection for prolonged periods of time, as punishment
 - 6.4.7. Mechanical restraints, except for when ordered as a medical restraint
 - 6.4.8. Prone restraints.
 - 6.4.9. A practice that denies an individual any of the following without a physician's order:
 - 6.4.9.1. Sleep.
 - 6.4.9.2. Shelter.

- 6.4.9.3.Food.
- 6.4.9.4.Drink.
- 6.4.9.5.Physical movement for prolonged periods of time.
- 6.4.9.6.Medical care or treatment.
- 6.4.9.7.Use of bathroom facilities.
- 6.4.10. Work or chores benefiting [sic., benefiting] others without pay unless:
 - 6.4.10.1. Assisted Independence, LLC will obtain a certificate from the United States Department of Labor authorizing the employment of workers with a disability at special minimum wage rates if paying sub-minimum wage;
 - 6.4.10.2. Assisted Independence will not pay an employee less than minimum wage, negating the need for Certification from the United States Department of Labor authorizing the employment of workers with a disability at special minimum wage rates.
 - 6.4.10.3. the supports are being performed by an individual in the individual's own residence as a normal and customary part of housekeeping and maintenance duties; or
 - 6.4.10.4. an individual desire to perform volunteer work in the community.
- 6.5. For the Direct Supports department, once annually, but not in the first initial six month of supports, at an individual's quarterly Individualized Support Team (IST) meeting, a Rights Assessment will be conducted by the Director of Direct Supports with the individual supported if the individual supported is age sixteen (16) years or older. Completed Rights Assessments will be uploaded to the Bureau of Developmental Disabilities Services (BDDS) online portal.
- 6.6. Any owners, directors, officers, employees, agents, contractors, or subcontractors of Assisted Independence, LLC shall not retaliate in way, shape, or form against any individual who makes allegations against any owners, directors, officers, employees, agents, contractors, or subcontractors of Assisted Independence, LLC
- 6.7. Any grievances of this nature will be dealt with according to Assisted Independence LLC's Grievance Policy. Abuse or malpractice of any kind will not be tolerated. Any owners, directors, officers, agents, employees, contractors, or subcontractors found guilty of violating the prohibited practices will be terminated immediately. Applicable law enforcement will be notified of crimes committed.
- 6.8. In order to prevent any potential rights violations or restrictions, a Human Rights Committee, established by Assisted Independence, LLC. will be available for any and all cases.

(Revised on: 11/21/2022, Nathan Red, President)

7. Supports Provided through Assisted Independence, LLC

- 7.1. Assisted Independence, LLC supports individuals through the supports listed below.
 - 7.1.1. **Day Habilitation (DHI) [formerly known as Community Based Habilitation – Individual (CHIO)]** – Supports provided outside of the Participant's home that support learning and assistance in the areas of: self-

care, sensory/motor development, socialization, daily living skills, communication, community living and social skills. Community based activities are intended to build relationships and natural supports. *According to IAC 460 Section 10.6*

- 7.1.2. **Participant Assistance and Care (PAC)** – Participant Assistance and Care (PAC) supports are provided to allow participants (consumers) with intellectual / developmental disabilities to remain and live successfully in their own homes, function and participate in their communities and avoid institutionalization. PAC supports support and enable the participant in activities of daily living, self-care and mobility with the hands on assistance, prompting, reminders, supervision and monitoring needed to ensure the health, safety and welfare of the participant. *According to IAC 460 Section 10.30*
- 7.1.3. **Respite (RSPO)** – Supports provided to participants unable to care for themselves that are furnished on a short-term basis in order to provide temporary relief to those unpaid persons normally providing care. Respite Care can be provided in the participant’s home or place of residence, in the respite caregiver’s home, in a camp setting, in a DDRS approved day habilitation facility, or a non-private residential setting (such as a respite home). *According to IAC 460 Section 10.24*
- 7.1.4. **Recreational Therapy (RETH)** – One-on-one medically approved recreational programs to restore, remediate or rehabilitate an individual in order to improve the individual’s functioning and independence; and reduce or eliminate the effects of an individual’s disability. *According to IAC 460 Section 10.21*
- 7.1.5. **Recreational Therapy (RETH) Group** – Multiple individuals supported simultaneously through state authorized medically approved recreational programs to restore, remediate or rehabilitate an individual in order to improve the individual’s functioning and independence; and reduce or eliminate the effects of an individual’s disability. *According to IAC 460 Section 10.21*
- 7.1.6. **Residential Habilitation & Support (RHS, Level 1)** – Residential Habilitation and Support Supports provide up to a full day (24-hour basis) of supports and / or supports which are designed to ensure the health, safety and welfare of the participant, and assist in the acquisition, improvement and retention of skills necessary to support participants to live successfully in their own homes.
- 7.1.7. **Family and Care Giver Supports** - Family and Caregiver supports provide training and education in order to instruct a parent, other family member or primary care giver about the treatment regiments and use of equipment specific in the Person-Centered Individuals Support Plan (PCISP) and improve the ability of the parent, other family or primary caregiver.
- 7.1.8. **Electronic Monitoring** - Electronic Monitoring/Surveillance System and On-Site Response includes the provision of oversight and monitoring within the residential setting of adult waiver participants through off-site electronic surveillance. Also included is the provision of stand-by intervention staff

prepared for prompt engagement with the participants and/or immediate deployment to the residential setting.

- 7.1.9. **Transportation** - Transportation supports (as specified in the FSW) enable waiver participants to gain access to any non-medical community supports, resources/destinations, or places of employment, maintain or improve their mobility within the community, increase independence and community participation, and prevent institutionalization as specified by the ISP and POC. Transportation supports (as specified in the CIH) enable waiver participants to gain access to any non-medical community supports, resources/destinations or places of employment, maintain or improve their mobility within the community, increase independence and community participation, and prevent institutionalization as specified by the Person-Centered Individualized Support Plan (PCISP) and POC.
- 7.1.10. **Wellness Coordination** - Wellness Coordination supports means the development, maintenance, and routine monitoring of the waiver participant's Wellness Coordination plan and the medical supports required to manage his or her health care needs. Wellness Coordination supports extend beyond those supports provided through routine doctor/health care visits required under the Medicaid State Plan and are specifically designed for participants requiring assistance of an Registered Nurse (RN) or Licensed Practical Nurse (LPN) to properly coordinate their medical needs.

(Latest Revision: 10/27/2022, Nathan Red, President)

8. **Alternatives to Guardianship / Supported Decision Making**

- 8.1. Assisted Independence, LLC recognizes alternatives to guardianship and prohibiting violations of individual's rights.
- 8.2. Assisted Independence, LLC will keep information updated as new information is received. Education on supported decision making will be made available to any individual's interested, such as;
 - 8.2.1. Individuals supported over the age of sixteen (16)
 - 8.2.2. Case Managers
 - 8.2.3. Parents / Guardians
- 8.3. This information can be sent / received in a number of ways, such as;
 - 8.3.1. In-Service Meetings
 - 8.3.2. Quarterly Meetings
 - 8.3.3. Focus Groups
 - 8.3.4. Email
 - 8.3.5. Phone Calls
 - 8.3.6. Educational Handouts / Video
- 8.4. Some alternatives to guardianship include
 - 8.4.1. Supported Decision Making Agreements
 - 8.4.2. Power of Attorney
 - 8.4.3. Representative Payees
 - 8.4.4. Advance Directives

9. **Natural Support Networks**

- 9.1. Natural Supports is defined as personal associations and relationships typically developed in the community that enhance the quality and security of life for people, including, but not limited to, family relationships; friendships reflecting the diversity of the neighborhood and the community; association with fellow students or employees in regular classrooms and work places; and associations developed through participation in clubs, organizations, and other civic activities.
- 9.2. It is the policy of Assisted Independence to promote the emergence, foundation, and maintenance of natural supports in the lives of the individuals supported by Assisted Independence, LLC.
- 9.3. Whenever possible, it is the responsibility of Direct Support Professional (DSP) staff and Recreational Therapists to introduce individuals supported to individuals within the social strata of the individuals supported by Assisted Independence, LLC. This includes, but is not limited to, supporting individuals in greeting other members of the community, promoting, sometimes initiating, conversation with individuals in the community in order to stimulate potential natural supports for the individual supported by Assisted Independence, LLC, and providing choice for the individuals supported by Assisted Independence, LLC to interact as desired with people in their natural supports networks.
- 9.4. Assisted Independence, LLC will keep record of individuals' supported natural supports, including names, phone numbers, emails, and other methods of contact as desired by the individual supported. The record of contact information will be updated as needed, as Assisted Independence, LLC recognizes continually changing and evolving relationships occurring in the lives of the individuals supported.
- 9.5. Assisted Independence, LLC will notify natural supports of the individuals' supported in the event requested to provide information to the natural supports. Specific examples include informing natural supports of when an emergency has occurred, informing natural supports of health status (Ex: An individual is supported is admitted to the hospital and would like visitors), inviting a natural support(s) to participate in an activity, such as community event, home visit, or requests made by the individual supported by Assisted Independence, LLC. in the event the individual supported is not able or does not have access to reach the natural support(s).
- 9.6. Assisted Independence is committed to the preservation and restoration of familial and non-familial relationships of the individuals supported by Assisted Independence, LLC. If needed, Direct Support Professional (DSP) staff and Recreational Therapists will support individuals with transportation to and from places of natural supports, including the planning and logistically of in-state and out-of-state travel to and from places of natural supports.

- 9.7. Direct Support Professional (DSP) staff will assist individuals in visiting grave sites, memorial sites, or methods preferred at observing and honoring the deceased natural supports of the individuals supported by Assisted Independence, LLC.
- 9.8. Assisted Independence, LLC supports individuals to pursue formal or informal relationships at their own designation of time and place.
- 9.9. Individuals have the right to determine however much or however little visitation and/or frequency of visitation, as well as the type of visitation, based on the individual's desire.

10. Written Training Procedure

- 10.1. Assisted Independence, LLC will produce documentation outlining a system for documenting the training for each employee/agent that includes:
 - 10.1.1. The topic of training provided
 - 10.1.2. The name and qualifications of the trainer
 - 10.1.3. The duration of the training (the time of the day the training started and stopped)
 - 10.1.4. The date or dates of training
 - 10.1.5. The signature of the trainer verifying the satisfactory completion of the training by each employee / agent
 - 10.1.6. The signature of the employee / agent receiving training
 - 10.1.7. A system for ensuring that a trainer has enough expertise and knowledge of the subject to achieve the listed outcomes and is certified or licensed when the training topic addresses supports or interventions requiring certified or licensed practitioners for assessment, plan development, or monitoring.
- 10.2. Assisted Independence, LLC shall train the Assisted Independence LLC's employees or agents in the protection of an individual's rights, including how to:
 - 10.2.1. respect the dignity of an individual;
 - 10.2.2. protect an individual from abuse, neglect, and exploitation;
 - 10.2.3. implement person centered planning and an individual's Person-Centered Individualized Support Plan (PCISP); and
 - 10.2.4. communicate successfully with an individual.
- 10.3. When Assisted Independence, LLC develops training outcomes and objectives for an individual, Assisted Independence, LLC shall train the Assisted Independence, LLC's employees or agents in:
 - 10.3.1. selecting specific objectives;
 - 10.3.2. completing task analysis;
 - 10.3.3. appropriate locations for instruction; and
 - 10.3.4. appropriate documentation of an individual's progress on outcomes and objectives.

- 10.4. Assisted Independence, LLC shall train Direct Support Professional (DSP) staff, who must be at least 18 years of age, in providing a healthy and safe environment for an individual, including how to:
 - 10.4.1. administer medication, monitor side effects, and recognize and prevent dangerous medication interactions, which is to be completed prior to administering any medications and annually thereafter;
 - 10.4.2. administer first aid;
 - 10.4.3. administer cardiopulmonary resuscitation (CPR);
 - 10.4.4. practice infection control;
 - 10.4.5. practice universal precautions;
 - 10.4.6. manage individual-specific treatments and interventions (risk plans), including management of an individual's:
 - 10.4.6.1. seizures;
 - 10.4.6.2. behavior;
 - 10.4.6.3. medication side effects;
 - 10.4.6.4. diet and nutrition;
 - 10.4.6.5. swallowing difficulties;
 - 10.4.6.6. emotional and physical crises; and
 - 10.4.6.7. significant health concerns; and
 - 10.4.6.8. conduct and participate in emergency drills and evacuations.
- 10.5. All Direct Support Professionals (DSP's) will continue competency in the following Division of Disability and Rehabilitative Supports (DDRS) areas of core competency:
 - 10.5.1. Person-centered planning
 - 10.5.2. Protection against abuse, neglect, or exploitation
 - 10.5.3. Health and Wellness
 - 10.5.4. Communication
 - 10.5.5. Medication Administration and Medication Side Effects
 - 10.5.6. First Aid & CPR
- 10.6. All Direct Support Professionals (DSP's) and/or Recreational Therapists must complete Behavioral Support Plan (BSP) training and testing with the Behavioral Consultant if the individual they are serving receives Behavioral Management supports. The Direct Support Professionals (DSP's) and/or Recreational Therapist must make an initial attempt, a second attempt at the thirty days post the initial attempt, and a third attempt 60 days post the initial attempt.
 - 10.6.1. In the event the training is not completed, the individual's Case Manager will be notified.
 - 10.6.1.1. If the Behavioral Consultant is at fault for not offering Behavioral Support Plan (BSP) training, the Direct Support Professional (DSP) and/or Recreational Therapists will be permitted to provide service to the individual. The Behavior Support Plan (BSP) Training compliance

item on AccelTrax will be set to expire at a later date. The Case Manager will be notified.

10.6.1.2. If the employee is at fault for not completing the Behavioral Support Plan (BSP) training, disciplinary actions will be taken by the Corporate Compliance Officer (CCO).

10.6.1.2.1. The Corporate Compliance Officer (CCO) will notify the employee that he or she will not be permitted to work until the Behavioral Support Plan (BSP) training is completed.

10.7. Applicable training as required in this section shall be completed prior to any person working with an individual.

10.8. Assisted Independence, LLC prohibits Direct Support Professionals (DSP's) from wearing any kind of open-toed footwear while working with an individual.

10.9. Staff of Assisted Independence, LLC is prohibited from discussing individual wages with another staff member.

10.10. Assisted Independence, LLC partners with Paylocity in order to manage wages and ensure proper wages are paid to employees for their work. Employees of Assisted Independence, LLC are able to utilize the Paylocity website or mobile app to access documents related to their wages, such as pay stubs.

10.11. Staff can log in to their Paylocity account using a username and password, either on the Paylocity website / app.

10.11.1. Staff is encouraged to contact the office for any additional assistance needed.

(Latest Revision: 10/27/2022, Nathan Red, President)

11. Person-Centered Individualized Support Team (IST)

11.1. An individual's Individualized Support Team (IST) is a team of persons, including;

11.1.1. The individual;

11.1.2. The individual's legal representative, if applicable;

11.1.3. The individual's Provider(s);

11.1.4. The individual's Case Manager, if indicated;

11.1.5. A Bureau of Developmental Disabilities Supports, (BDDS) representative; and

11.1.6. Other persons identified by the individual or the individual's legal representative, if applicable, who assist the individual in a significant manner, or in the development and implementation of the individual's Person-Centered Individualized Support Plan (PCISP)

11.2. An individual's Individualized Support Team (IST) meeting that is requested by a member of the Individualized Support Team (IST) to address one or more of the following areas;

11.2.1. Health needs of the individual;

11.2.2. Safety needs of the individual;

11.2.3. Welfare needs of the individual;

- 11.2.4. Behavioral needs of the individual;
 - 11.2.5. Training needs of the individual; or
 - 11.2.6. Other needs of the individual as determined by the individual or the individual's legal representative.
 - 11.3. All Individualized Support Team (IST) meetings shall include;
 - 11.3.1. The individual or the individual's legal representative if applicable, and
 - 11.3.2. The individual's case manager, if applicable.
 - 11.4. An individual's legal representative may choose to not attend an Individualized Support Team (IST) meeting.
 - 11.5. An individual may not attend an Individualized Support Team (IST) meeting if;
 - 11.5.1. The individual chooses not to attend, or;
 - 11.5.2. The Person-Centered Individualized Support Plan (PCISP) includes documentation of agreement by the Individualized Support Team (IST) that participation is contraindicated for the individual and is approved by the Bureau of Developmental Disabilities Supports (BDDS) Service Coordinator.
 - 11.6. Documentation of an Individualized Support Team (IST) meeting shall:
 - 11.6.1. Be performed by;
 - 11.6.1.1. The Case Manager for individuals receiving supports funded by the Medicaid waiver, or
 - 11.6.1.2. By the Bureau of Developmental Disabilities Supports (BDDS) Service Coordinator for individuals funded by State Line Item.
 - 11.6.2. Include, but not be limited to;
 - 11.6.2.1. The date, location and time of Individualized Support Team (IST) meeting
 - 11.6.2.2. The purpose for which the Individualized Support Team (IST) meeting was requested;
 - 11.6.2.3. The decisions reached during the Individualized Support Team (IST) meeting, including identification of any dissenting (nonconforming) parties to the final team decisions; and
 - 11.6.2.4. The signatures of the people participating in the Individualized Support Team (IST) meeting.
 - 11.7. The individual's case manager, or the person identified earlier, shall ensure an electronic copy or hard copy of the Individualized Support Team (IST) meeting documentation, containing the details listed earlier, is provided to each member of the Individualized Support Team (IST) within forty-eight (48) weekday hours of the Individualized Support Team (IST) meeting.
 - 11.8. Any meeting, to which any Individualized Support Team (IST) member was not invited, with the exception(s) of terms listed above, is not an Individualized Support Team (IST) meeting.
 - 11.9. Most hours of care provided must be represented at the Individualized Support Team (IST) meeting.
 - 11.10. Seventy-two (72) hours' notice must be given for an Individualized Support Team (IST) meeting, except in emergency situations.
- 12. Emergency Behavioral Supports**

- 12.1. In an emergency, chemical restraint, physical restraint, or removal of an individual from the individual's environment may be used:
 - 12.1.1. without the necessity of a behavioral support plan; and
 - 12.1.2. only to prevent significant harm to the individual or others.
- 12.2. The individual's support team shall meet not later than five (5) working days after an emergency chemical restraint, physical restraint, or removal of an individual from the environment in order to:
 - 12.2.1. review the circumstances of the emergency chemical restraint, physical restraint, or removal of an individual;
 - 12.2.2. determine the need for a:
 - 12.2.2.1. functional analysis;
 - 12.2.2.2. behavioral support plan; or
 - 12.2.2.3. both; and
 - 12.2.2.4. document recommendations.
- 12.3. If a provider of behavioral support supports is not a member an individual's support team, a provider of behavioral support supports must be added to the individual's support team.
- 12.4. Based on the recommendation of the support team, a provider of behavioral support supports shall:
 - 12.4.1. complete a functional analysis within thirty (30) days; and
 - 12.4.2. make appropriate recommendations to the support team.
- 12.5. The individual's support team shall:
 - 12.5.1. document the recommendations of the behavioral support supports provider; and
 - 12.5.2. design an accountability system to ensure implementation of the recommendations.

13. Conflicts of Interest and Ethics

- 13.1. Assisted Independence, LLC requires all owners, directors, officers, employees, contractors, subcontractors or agents to:
 - 13.1.1. State that situations involving conflicts of interest by an owner, director, agent, employee, contractor, subcontractor or officer performing any management, administrative or direct service to an individual shall be avoided.
 - 13.1.2. Require disclosure of possible conflicts of interest by all the Assisted Independence, LLC owners, directors, officers, employees, contractors, subcontractors or agents.
 - 13.1.3. Provide professional supports with objectivity and respect for the unique needs and values of the individual being provided supports;
 - 13.1.4. Provide objective information to enable an individual, or the individual's legal representative, to make informed decisions;
 - 13.1.5. Avoid discrimination based on factors that are irrelevant to the provision of supports.
 - 13.1.6. Accurately present professional qualifications;

- 13.1.7. Assume responsibility and accountability for personal competence in providing supports;
- 13.1.8. Maintain professional licensure or accreditation;
- 13.1.9. Adhere to acceptable standards for the owner, director, officer, employee, contractor, subcontractor or agent's area of professional practice;
- 13.1.10. Comply with all laws and regulations governing a licensed or accredited person's profession;
- 13.1.11. Maintain the confidentiality of individual information consistent with the standards of Indiana Administrative Code (IAC) 460 and all other state and federal laws and regulations governing confidentiality of individual information;
- 13.1.12. Conduct all practice with honesty, integrity, and fairness;
- 13.1.13. Fulfill professional commitments in good faith; and
- 13.1.14. Inform the public and colleagues of supports by using credible information.
- 13.1.15. Avoid any intimate relationships between any owners, directors, officers, employees, contractors, subcontractors or agents to any individual potentially receiving or receiving supports from the Assisted Independence, LLC, and any guardian or family member of an individual potentially receiving supports from Assisted Independence, LLC.
- 13.1.16. Staff must disclose all relationships to the applicable supervisor.
- 13.1.17. Refrain from using any photo, video, story, text, or any information that would reveal that an individual is potentially receiving or receiving supports from the Assisted Independence, LLC, and any guardian or family member of an individual potentially receiving supports from Assisted Independence, LLC, on any social media platform, without written authorized consent from the individual and / or the individual's guardians specifically releasing any photo, video, story, text, or any information pertaining to an individual receiving supports on any social media platform whatsoever.
- 13.1.18. Refrain from using personal property while providing service to an individual potentially receiving supports from Assisted Independence, LLC (owners, directors, officers, employees, contractors, subcontractors or agents will not be reimbursed for damage to any personal property).
- 13.1.19. Assisted Independence employees are prohibited from wearing company paraphernalia to the following places: bars, nightclubs, political events, and religious events.
- 13.1.20. Refrain from signing any legal documents without authorized written consent from the President of Assisted Independence, LLC.
- 13.1.21. Avoid from conducting any business for Assisted Independence, LLC without authorized consent from the President of Assisted Independence, LLC.

- 13.1.22. Refrain from the witnessing of any legal documents without the authorized consent of the President of Assisted Independence, LLC.
- 13.2. Assisted Independence, LLC is committed to
 - 13.2.1. Make reasonable efforts to avoid bias in any kind of professional evaluation;
 - 13.2.2. Not allow for nepotism during the conducting, directing, reviewing or other managerial activity of an investigation into an allegation of abuse or neglect, by prohibiting friends and relatives of an alleged perpetrator from engaging in these managerial activities.
 - 13.2.3. Notify the appropriate party of any unprofessional conduct that may jeopardize an individual's safety or influence the individual or individual's representative in any decision-making process.
- 13.3. Assisted Independence, LLC prohibits
 - 13.3.1. Advertising or marketing in a misleading manner;
 - 13.3.2. Engaging in uninvited solicitation of potential individuals, who are vulnerable to undue influence, manipulation, or coercion.
 - 13.3.3. Any owners, directors, officers, employees, contractors, subcontractors or agents of Assisted Independence, LLC from
 - 13.3.3.1. Waste
 - 13.3.3.2. Fraud
 - 13.3.3.3. Abuse
 - 13.3.3.4. Other wrongdoings
- 13.4. Assisted Independence, LLC. will produce a policy in compliance with Indiana Code (IC) 22-5-3-3 that will include protections for whistleblowers who report:
 - 13.4.1. Allegations of abuse or neglect to an individual;
 - 13.4.2. Violations of Assisted Independence, LLC's policies and procedures;
 - 13.4.3. Violation of Division of Disability and Rehabilitative Service (DDRS) policies and procedures; and
 - 13.4.4. Violation of state and federal laws.
- 13.5. Assisted Independence, LLC produces a policy that is consistent with 460 Indiana Administrative Code (IAC) 6-1-1 and includes:
 - 13.5.1. Prohibitions against giving gifts to state employees, special state appointees, the spouse or un-emancipated child of an employee, the spouse or un-emancipated child of a special state appointee, an individual potentially receiving supports from Assisted Independence, LLC, and any guardian or family member of an individual potentially receiving supports from Assisted Independence, LLC;
 - 13.5.2. Ethical safeguards and guidelines limiting the provision of gifts to an individual receiving service from Assisted Independence, LLC and any guardian or family member of an individual receiving service from Assisted Independence, LLC.

- 13.5.3. Prohibitions against giving or receiving money or gratuities between any owners, directors, officers, employees, contractors, subcontractors or agents to any individual potentially receiving supports from the Assisted Independence, LLC, and any guardian or family member of an individual potentially receiving supports from Assisted Independence, LLC.
- 13.5.4. Prohibitions against any owners, directors, officers, employees, contractors, subcontractors or agents of Assisted Independence, LLC from personal fundraising activities that include, but is not limited to, selling of products to other owners, directors, officers, employees, contractors, subcontractors or agents of Assisted Independence, LLC, as well as individual potentially receiving supports from the Assisted Independence, LLC, and any guardian or family member of an individual potentially receiving supports from Assisted Independence, LLC.
- 13.6. Assisted Independence, LLC produces a policy that includes investigation of any alleged infractions made by owners, directors, officers, employees, contractors, subcontractors or agents of Assisted Independence, LLC.
 - 13.6.1. Any violation of local, state, or federal law will be reported immediately to law enforcement officials.
 - 13.6.2. Upon notice of the infraction, Assisted Independence, LLC. will conduct an internal investigation within seven (7) business days.
 - 13.6.3. Based on the health and safety of the persons served, the President or Corporate Compliance Officer (CCO) of Assisted Independence, LLC has the authority to suspend owners, directors, officers, employees, contractors, subcontractors or agents of Assisted Independence, LLC from work at any time.
 - 13.6.4. The President or Corporate Compliance Officer (CCO) of Assisted Independence, LLC will conduct separate interviews of the accuser and the alleged perpetrator within five (5) business days.
 - 13.6.5. All owners, directors, officers, employees, contractors, subcontractors or agents of Assisted Independence, LLC. are subject to no reprisal towards any accusers, whistleblowers, or informants before, during, or after the investigative process.
 - 13.6.6. The alleged perpetrator will be informed of the outcome of the investigation within seven (7) business days with appropriate disciplinary actions given to the confirmed perpetrator.

(Latest Revision: 10/27/2022, Nathan Red, President)

14. Transfer of Individual's Record

- 14.1. If an individual changes provider for any supported living service or support, the new provider shall:
 - 14.1.1. discuss with the individual the new provider's need to obtain a copy of Assisted Independence, LLC's records and files concerning the individual;

- 14.1.2. provide the individual with a written form used to authorize Assisted Independence, LLC's release of a copy of the records and files concerning the individual to the new provider; and
- 14.1.3. request the individual to sign the release form.
- 14.2. Upon receipt of a written release signed by the individual, Assisted Independence, LLC shall forward a copy of all the individual's records and files to the new provider no later than seven (7) days after receipt of the written release signed by the individual.

15. Individual's File at the Site of Service Delivery

- 15.1. Assisted Independence, LLC will maintain in the individual who is receiving service at the site of service delivery files that includes telephone numbers for emergency supports that may be required by the individual, including, at a minimum:
 - 15.1.1. The local emergency number, such as 911
 - 15.1.2. The Assisted Independence, LLC Office
 - 15.1.3. The individual's legal representative
 - 15.1.4. The local Bureau of Developmental Disability Supports (BDDS) office
 - 15.1.5. The individual's case manager
 - 15.1.6. Adult Protective Supports (APS) or Child Protective Supports (CPS), as applicable
 - 15.1.7. The Bureau of Developmental Disabilities (BDDS) waiver ombudsman
 - 15.1.8. Other service providers, as documented in the individual's Person-Centered Individualized Support Plan (PCISP)
 - 15.1.9. Any other telephone number identified for inclusion by the individual or the individual's legal representative
 - 15.1.10. The individual's, or individual's legal representative, consent for emergency treatment
 - 15.1.11. Systems outlined in the Health Care Coordination policy, as indicated for the individual
 - 15.1.12. The individual's history of allergies, if applicable
- 15.2. Assisted Independence, LLC specified in the individual's Person-Centered Individualized Support Plan (PCISP) as being responsible for maintaining the individual's personal file shall maintain a personal file for the individual at:
 - 15.2.1. the individual's residence; or
 - 15.2.2. the primary location where the individual receives supports.
- 15.3. The individual's personal file shall contain at least the following information:
 - 15.3.1. the individual's full name;
 - 15.3.2. the telephone numbers for emergency supports that may be required by the individual; and
 - 15.3.3. a current sheet with a brief summary regarding:
 - 15.3.3.1. the individual's diagnosis or diagnoses;

- 15.3.3.2. the individual's treatment protocols, current medications, and other health information specified by the individual's Person-Centered Individualized Support Plan (PCISP);
- 15.3.3.3. behavioral information about the individual;
- 15.3.3.4. likes and dislikes of the individual that have been identified in the individual's Person-Centered Individualized Support Plan (PCISP); and
- 15.3.3.5. other information relevant to working with the individual.
- 15.3.4. A photograph of the individual, if:
 - 15.3.4.1. a photograph is available; and
 - 15.3.4.2. inclusion of a photograph in the individual's file is specified by the individual's Person-Centered Individualized Support Plan (PCISP).
- 15.3.5. A copy of the individual's current Person-Centered Individualized Support Plan (PCISP).
- 15.3.6. A copy of the individual's behavioral support plan (BSP), if applicable.
- 15.3.7. Documentation of:
 - 15.3.7.1. changes in the individual's physical condition or mental status during the last sixty (60) days;
 - 15.3.7.2. an unusual event such as vomiting, choking, falling, disorientation or confusion, behavioral problems, or seizures occurring during the last sixty (60) days; and
 - 15.3.7.3. the response of each provider to the observed change or unusual event.
- 15.3.8. All environmental assessments conducted during the last sixty (60) days, with the signature of the person or persons conducting the assessment on the assessment.
- 15.3.9. All medication administration documentation for the last sixty (60) days.
- 15.3.10. All seizure management documentation for the last sixty (60) days.
- 15.3.11. Health-related incident management documentation for the last sixty (60) days.
- 15.3.12. All nutritional counseling supports documentation for the last sixty (60) days.
- 15.3.13. All behavioral support supports documentation for the last sixty (60) days.
- 15.3.14. All outcome directed documentation for the last sixty (60) days.
- 15.4. If an individual's outcomes include bill paying and other financial matters, the individual's file shall contain:
 - 15.4.1. the individual's checkbook with clear documentation that the checkbook has been balanced; and
 - 15.4.2. bank statements with clear documentation that the bank statements and the individual's checkbook have been reconciled.

16. Termination of Supports

- 16.1. Assisted Independence, LLC, or any provider, shall give an individual and an individual's representative at least sixty (60) days' written notice before terminating the individual's supports if the supports being provided to the individual are of an ongoing nature.
- 16.2. If the Assisted Independence, LLC, or any provider, is providing any supports to the individual, besides case management supports, before terminating supports the provider shall:
 - 16.2.1. participate in the development of a new or updated Person-Centered Individualized Support Team (PCISP) prior to terminating supports; and
 - 16.2.2. continue providing supports to the individual until a new provider providing similar supports is in place.
- 16.3. If Assisted Independence, LLC is providing case management supports to the individual, before terminating supports Assisted Independence, LLC shall:
 - 16.3.1. participate in a team meeting in which the individual's new provider providing case management is present; and
 - 16.3.2. coordinate the transfer of case management supports to the new provider providing case management supports.

17. Individuals Personal File, Providers Office

- 17.1. Assisted Independence, LLC specified in the individual's Person-Centered Individualized Support Team (PCISP) as being responsible for maintaining the individual's personal file shall maintain a personal file for an individual at the Assisted Independence, LLC office.
- 17.2. The individual's personal file shall contain documentation of the following:
 - 17.2.1. A change in an individual's physical condition or mental status.
 - 17.2.2. An unusual event for the individual.
 - 17.2.3. All health and medical supports provided to an individual.
 - 17.2.4. An individual's training outcomes.
- 17.3. A change or unusual event referred to above shall include the following:
 - 17.3.1. Vomiting.
 - 17.3.2. Choking.
 - 17.3.3. Falling.
 - 17.3.4. Disorientation or confusion.
 - 17.3.5. Patterns of behavior.
 - 17.3.6. A seizure.
- 17.4. The documentation of a change or an event referred to above shall include the following:
 - 17.4.1. The date, time, and duration of the change or event.
 - 17.4.2. A description of the response of Assisted Independence, LLC, and/or the employees or agents to the change or event.
 - 17.4.3. The signature of Assisted Independence, LLC and/or its employees or agents observing the change or event.

17.5. The documentation of all health and medical supports provided to the individual shall:

17.5.1. be kept chronologically; and

17.5.2. include the following:

17.5.2.1. Date of supports provided to the individual.

17.5.2.2. A description of supports provided.

17.5.2.3. The signature of the health care professional providing the supports.

17.6. The individual's training file shall include documentation regarding the individual's training goals required by Indiana Administrative Code (IAC) 460

17.7. This section applies to all providers.

17.7.1. Assisted Independence, LLC shall maintain in the provider's office documentation of all supports provided to an individual.

17.7.2. Documentation related to an individual required by this article shall be maintained by Assisted Independence, LLC for at least seven (7) consecutive years.

17.7.3. Assisted Independence, LLC shall analyze and update the documentation required by:

17.7.3.1. the standards under this article applicable to the supports Assisted Independence, LLC is providing to an individual;

17.7.3.2. the professional standards applicable to the provider's profession; and

17.7.3.3. the individual's Person-Centered Individualized Support Plan (PCISP).

17.7.4. Assisted Independence, LLC shall analyze and update the documentation at least every ninety (90) days if:

17.7.4.1. the standards under this article do not provide a standard for analyzing and updating documentation;

17.7.4.2. the professional standards applicable to the provider's profession do not provide a standard; or

17.7.4.3. a standard is not set out in the individual's Person-Centered Individualized Support Plan (PCISP).

18. Incident Reporting

18.1. Assisted Independence, LLC has a written policy that complies with Indiana Administrative Code (IAC) 460 and Division of Disability and Rehabilitative Supports (DDRS) policies, which includes:

18.1.1. Reporting alleged, suspected or actual abuse, (which must also be reported to Adult Protective Supports (APS) or Child Protective Supports (CPS) as indicated) which includes but is not limited to:

18.1.1.1. Physical abuse, including but not limited to intentionally touching another person in a rude, insolent or angry manner; willful infliction of injury; unauthorized restraint or confinement resulting from physical or chemical intervention; rape.

- 18.1.1.2. Sexual abuse, including but not limited to nonconsensual sexual activity; sexual molestation; sexual coercion; sexual exploitation.
- 18.1.1.3. Emotional/verbal abuse, including but not limited to communicating with words or actions in a person's presence with intent to: Cause the individual to be placed in fear of retaliation; Cause the individual to be placed in fear of confinement or restraint; Cause the individual to experience emotional distress or humiliation; Cause others to view the individual with hatred, contempt, disgrace or ridicule; Cause the individual to react in a negative manner.
- 18.1.1.4. Domestic abuse, including but not limited to physical violence; sexual abuse; emotional/verbal abuse; intimidation; economic deprivation; threats of violence; from a spouse or cohabitant intimate partner.
- 18.1.2. Reporting alleged, suspect or actual neglect, (which must also be reported to Adult Protective Supports (APS) or Child Protective Supports (CPS) as indicated) which includes but is not limited to:
 - 18.1.2.1. Failure to provide appropriate supervision, care, or training;
 - 18.1.2.2. Failure to provide a safe, clean and sanitary environment;
 - 18.1.2.3. Failure to provide food and medical supports as needed;
 - 18.1.2.4. Failure to provide medical supplies or safety equipment as indicated in the Person-Centered Individualized Support Plan (PCISP).
- 18.1.3. Reporting alleged, suspect, or actual exploitation (which must also be reported to Adult Protective Supports (APS) or Child Protective Supports (CPS) as indicated) which includes but is not limited to:
 - 18.1.3.1. Unauthorized use of the: personal supports; personal property or finances; or personal identity of an individual;
 - 18.1.3.2. Other instance of exploitation of an individual for one's own profit or advantage or for the profit or advantage of another.
- 18.1.4. Reporting Peer-to-peer aggression that results in significant injury by one individual receiving support, to another individual receiving support.
- 18.1.5. Reporting death (which must also be reported to Adult Protective Supports (APS) or Child Protective Supports (CPS), as indicated). Additionally, if the death is a result of alleged criminal activity, the death must be reported to law enforcement.
- 18.1.6. Reporting a service delivery site with a structural or environmental problem that jeopardizes or compromises the health or welfare of an individual.
- 18.1.7. Reporting a fire at a service delivery site that jeopardizes or compromises the health or welfare of an individual.
- 18.1.8. Reporting elopement of an individual that results in evasion of required supervision as described in the Person-Centered Individualized Support Plan (PCISP) as necessary for the individual's health and welfare.
- 18.1.9. Reporting a missing person when an individual elopes.

- 18.1.10. Reporting alleged, suspected or actual criminal activity by an individual receiving supports or an employee, contractor or agent of Assisted Independence, LLC, when:
 - 18.1.10.1. The individual's supports or care are affected or potentially affected;
 - 18.1.10.2. The activity occurred at a support site or during service activities; or
 - 18.1.10.3. The individual was present at the time of the activity, regardless of location.
- 18.1.11. Reporting an emergency intervention for the individual resulting from:
 - 18.1.11.1. A physical symptom;
 - 18.1.11.2. A medical or psychiatric condition;
 - 18.1.11.3. Any other event.
- 18.1.12. Reporting any injury to an individual when the cause is unknown, and the injury could be indicative of abuse, neglect or exploitation.
- 18.1.13. Reporting any injury to an individual when the cause of the injury is unknown, and the injury requires medical evaluation or treatment.
- 18.1.14. Reporting a significant injury to an individual that includes but is not limited to:
 - 18.1.14.1. A fracture;
 - 18.1.14.2. A burn, including sunburn and scalding, greater than first degree;
 - 18.1.14.3. Choking that requires intervention including but not limited to Heimlich maneuver; finger sweep; or back blows;
 - 18.1.14.4. Bruises or contusions larger than three inches in any direction, or a pattern of bruises or contusions regardless of size;
 - 18.1.14.5. Lacerations which require more than basic first aid;
 - 18.1.14.6. Any occurrence of skin breakdown related to a decubitus ulcer, regardless of severity;
 - 18.1.14.7. Any injury requiring more than first aid;
 - 18.1.14.8. Any puncture wound penetrating the skin, including human or animal bites;
 - 18.1.14.9. Any pica ingestion requiring more than first aid;
 - 18.1.14.10. A fall resulting in injury, regardless of the severity of the injury.
- 18.1.15. Reporting a medication error or medical treatment error as follows:
 - 18.1.15.1. Wrong medication given;
 - 18.1.15.2. Wrong medication dosage given;
 - 18.1.15.3. Missed medication - not given;
 - 18.1.15.4. Medication given wrong time;
 - 18.1.15.5. Medication given wrong route; or
 - 18.1.15.6. Medication error that jeopardizes an individual's health and welfare and requires medical attention.
 - 18.1.15.7. Improper disposal of a medication
- 18.1.16. Reporting use of any aversive technique including but not limited to:

- 18.1.16.1. Seclusion (i.e. placing an individual alone in a room/area from which exit is prevented);
- 18.1.16.2. Painful or noxious stimuli;
- 18.1.16.3. Denial of a health-related necessity;
- 18.1.16.4. Other aversive techniques identified by Division of Disability and Rehabilitative Supports (DDRS) policy.
- 18.1.17. Reporting use of any as needed (PRN) medication related to an individual's behavior.
- 18.1.18. Reporting a support delivery site that compromises the health and safety of an individual while the individual is receiving supports from the following causes:
 - 18.1.18.1. A significant interruption of a major utility, such as electricity, heat, water, air conditioning, plumbing, fire alarm, or sprinkler system.
 - 18.1.18.2. Environmental or structural problems associated with a habitable site that compromise the health and safety of an individual, including:
 - 18.1.18.2.1. (i) inappropriate sanitation;
 - 18.1.18.2.2. (ii) serious lack of cleanliness;
 - 18.1.18.2.3. (iii) rodent or insect infestation;
 - 18.1.18.2.4. (iv) structural damage; or
 - 18.1.18.2.5. (v) damage caused by flooding, tornado, or other acts of nature.
 - 18.1.18.3. Fire resulting in relocation, personal injury, property loss, or other health and safety concerns to or for an individual receiving supports.
 - 18.1.18.4. Elopement of an individual.
 - 18.1.18.5. Suspected or actual criminal activity by:
 - 18.1.18.5.1. (A) a staff member, employee, or agent of Assisted Independence, LLC; or
 - 18.1.18.5.2. (B) an individual receiving supports.
- 18.1.19. Reporting use of any physical or mechanical restraint regardless of:
 - 18.1.19.1. Planning
 - 18.1.19.2. Human Rights Committee (HRC) Approval
 - 18.1.19.3. Informed Consent
- 18.1.20. Reporting any of the following:
 - 18.1.20.1. Exposure to
 - 18.1.20.1.1. Communicable diseases
 - 18.1.20.1.2. Infection controlled exposures
 - 18.1.20.1.3. Bloodborne pathogens
 - 18.1.20.1.4. Vehicular accidents
 - 18.1.20.1.5. Unauthorized use and / or possession of any weapon(s)
 - 18.1.20.1.6. Biohazardous accidents
 - 18.1.20.1.7. Suicide or any attempted suicides
 - 18.1.20.1.8. Other sentinel events, a thing that acts as an indicator of the presence of disease

- 18.1.21. In response to an incident, call 911 if indicated.
- 18.1.22. In response to an incident, initiate safety actions for the individual as is indicated and as is possible.
- 18.1.23. Contact the following and notify them of the situation:
 - 18.1.23.1. In supported living settings, the individual's case manager, or the case management vendor's twenty-four (24) hour crisis line if the case manager is not immediately available;
 - 18.1.23.2. A manager of Assisted Independence, LLC, or the responsible provider company;
 - 18.1.23.3. The Bureau of Developmental Disabilities Supports (BDDS) District Manager; and
 - 18.1.23.4. Adult Protective Supports (APS) or Child Protective Supports (CPS), as indicated; and
 - 18.1.23.5. Individual's legal representative.
- 18.1.24. File an incident report (IR) with the Bureau of Quality Improvement Supports (BQIS) using the Division of Disability and Rehabilitative Supports (DDRS) approved electronic format available at <https://ddrsprovider.fssa.in.gov/IFUR/> within twenty-four (24) hours of the initial discovery of a reportable incident.
- 18.1.25. The initial incident report (IR) should include:
 - 18.1.25.1. Comprehensive description of incident;
 - 18.1.25.2. Description of circumstances and activities occurring immediately prior to incident;
 - 18.1.25.3. Description of any injuries sustained during incident;
 - 18.1.25.4. Description of both the immediate actions taken and actions planned but not yet implemented; and
 - 18.1.25.5. Listing of each person involved in incident, with a description of the role and staff title, if applicable, of each person involved.
- 18.1.26. Forward copy of electronically submitted incident report (IR) to the following people within twenty-four (24) hours of initial discovery of reportable incident:
 - 18.1.26.1. Adult Protective Service (APS) or Child Protective Service (CPS) (as indicated) for all incidents involving alleged, suspected or actual abuse, exploitation, or death;
 - 18.1.26.2. The individual's Bureau of Developmental Disabilities Supports (BDDS) service coordinator;
 - 18.1.26.3. The individual's residential provider when receiving residential supports;
 - 18.1.26.4. The individual's case manager when receiving supports funded by waiver;
 - 18.1.26.5. All other service providers identified in the individual's Person-Centered Individualized Support Plan (PCISP); and staff nurse.

19. Collaboration and Quality Control

- 19.1. Assisted Independence, LLC shall collaborate with the individual's other support providers to provide supports to the individual consistent with the individual's Person-Centered Individualized Support Plan (PCISP).
- 19.2. Assisted Independence, LLC shall give the individual's provider of case management supports access to the provider's quality assurance and quality improvement procedures.
- 19.3. If Assisted Independence, LLC administers medication to an individual, Assisted Independence, LLC shall implement the medication administration system designed by the individual's provider responsible for medication administration.
- 19.4. If applicable, Assisted Independence, LLC shall implement the seizure management system designed by the individual's provider responsible for seizure management.
- 19.5. If applicable, Assisted Independence, LLC shall implement the health-related incident management system designed by the individual's provider responsible for health-related incident management.
- 19.6. If applicable, Assisted Independence, LLC shall implement the Behavioral Support Plan (BSP) designed by the individual's provider of behavioral support supports.
- 19.7. If an individual died, Assisted Independence, LLC shall cooperate with the provider responsible for investigating the individual's death pursuant to Indiana Administrative Code (IAC) 460 6-25-9.

20. Quality Assurance and Quality Improvement

- 20.1. Assisted Independence, LLC shall have an internal quality assurance and quality improvement system that is:
 - 20.1.1. focused on the individual; and
 - 20.1.2. appropriate for the supports being provided.
- 20.2. The system described above shall include at least the following elements:
 - 20.2.1. An Annual Survey of Individual Satisfaction.
 - 20.2.2. Records of the findings of Annual Survey of Individual Satisfaction.
 - 20.2.3. Documentation of efforts to improve supports delivery in response to the Annual Survey of Individual Satisfaction.
 - 20.2.4. An assessment of the appropriateness and effectiveness of each support provided to an individual.
 - 20.2.5. A process for:
 - 20.2.5.1. analyzing data concerning reportable incidents;
 - 20.2.5.2. developing recommendations to reduce the risk of future incidents;
 - and
 - 20.2.5.3. reviewing recommendations to assess their effectiveness.
 - 20.2.6. If medication is administered to an individual by Assisted Independence, LLC, a process for:
 - 20.2.6.1. analyzing medication errors;

- 20.2.6.2. developing recommendations to reduce the risk of future medication errors; and
- 20.2.6.3. reviewing the recommendations to assess their effectiveness.
- 20.2.7. If behavioral support supports are provided by Assisted Independence, LLC, a process for:
 - 20.2.7.1. analyzing the appropriateness and effectiveness of behavioral support techniques used for an individual;
 - 20.2.7.2. developing recommendations concerning the behavioral support techniques used with an individual; and
 - 20.2.7.3. reviewing the recommendations to assess their effectiveness.
- 20.2.8. If Day Habilitation (Formerly known as Community Habilitation and Integration (CHIO)) supports or Residential Habilitation and Support (RHS) supports are provided by, or implemented, Assisted Independence, LLC, a process for:
 - 20.2.8.1. analyzing the appropriateness and effectiveness of the instructional techniques used with an individual;
 - 20.2.8.2. developing recommendations concerning the instructional techniques used for an individual; and
 - 20.2.8.3. reviewing the recommendations to assess their effectiveness.

21. Affirmative Action / Equal Employment Opportunity

- 21.1. It is the policy of Assisted Independence, LLC to provide for and promote equal employment opportunity in employment compensation and other terms and conditions of employment without discrimination based on age, race, creed, color, national origin, gender, sexual orientation, disability, marital status, Vietnam Era Veteran status, genetic predisposition, or carrier status (A carrier is an individual who carries and is capable of passing on a genetic mutation associated with a disease and may or may not display disease symptoms.)
- 21.2. Assisted Independence, LLC is committed to assuring equal employment opportunity and equal access to supports, programs and activities for individuals with disabilities. It is the policy of Assisted Independence, LLC to provide reasonable accommodation to a qualified individual with a disability to enable such individual to perform the essential functions of the position for which he/she is applying or in which he/she is employed. Further, it is the policy of Assisted Independence, LLC to provide reasonable accommodation for religious observers.
- 21.3. Assisted Independence, LLC will also take affirmative action as called for by applicable laws and Executive Orders to ensure that minority group individuals, females, veterans with disabilities, recently separated veterans, other protected veterans, Armed Forces service medal veterans, and qualified persons with disabilities are introduced into our workforce and considered for promotional opportunities.
- 21.4. Assisted Independence, LLC's appointed Affirmative Action Officer (AAO) is the responsible agent in the full implementation of the Affirmative Action Plan.

The Affirmative Action Officer (AAO) will be responsible for conducting an annual summary of the staff employed by Assisted Independence, LLC.

21.4.1. The summary shall include, but is not limited to:

21.4.1.1. The number of male and female incumbents by ethnicity and professional category, e.g., Caucasian, African American, Hispanic, Native American, Disability, Officials/Administration, Professional, Paraprofessionals, Office Clerical, and Technicians.

21.4.1.2. Wage rates for each job classification by the above groups. Any under-representation or underutilization of protected classes at all levels of the organization should be analyzed. Affirmative Action goals should be revised to reflect any significant changes in the staffing pattern.

21.4.2. The Affirmative Action plan shall be reviewed, revised, and updated annually by the Affirmative Action Officer (AAO) to:

21.4.2.1. Assess utilization of protected class employees. Protected class refers to ethnic minorities, females, Vietnam era veterans, persons with disabilities, and persons between the ages of 40 and 70.

21.4.2.2. Ensure that a concerted effort is made to promote protected class individuals.

21.4.2.3. Ensure in organizational units where the proportion of protected class employees approaches rather than equals their representation in the relevant work force, that special attention is given to the recruitment of the underrepresented group.

21.4.2.4. Ensure, in organizational units where protected class individuals are underrepresented in top-level positions that special attention is given to the promotion or recruitment of the underrepresented group to top-level positions.

21.4.2.5. Ensure that all human resources policies and practices incorporate Equal Employment Opportunity (EEO) / Affirmative Action (AA) guidelines.

21.4.3. The policy applies to all employment practices and actions. It includes, but is not limited to, recruitment, job application process, examination and testing, hiring, training, disciplinary actions, rate of pay or other compensation, advancement, classification, transfer, reassignment and promotions. Assisted Independence, LLC's designated person for issues concerning Equal Employment Opportunity (EEO) / Affirmative Action Officer (AAO) is Nathan Red, (812) 374- 9450, nathan@assistedindependence.care.

22. Cultural Competency and Diversity Plan

22.1. Assisted Independence, LLC embraces cultural competency as a combination of behaviors, attitudes, policies, values, and principles that enable us to interact effectively with people of different cultures. Assisted Independence, LLC's Cultural Competency and Diversity Plan is meant to increase the agency's

awareness of, respect for, and attention to the diversity of the people with who it interacts with. In addition, it also meant to assist in increasing its ability to enable the staff members to work more effectively cross culturally by understanding, appreciating, and respecting differences and similarities in beliefs, values, and practices with and between cultures.

- 22.2. The plan is intended to address persons served, employees, other stakeholders and is based on the following areas: culture, age, gender, sexual orientation, spiritual beliefs, socioeconomic status, and language.
- 22.3. Assisted Independence, LLC seeks to improve the quality of life for all staff members, persons served, families, and organizations that encounter our agency. We expect to achieve our goal by educating and training our staff on the dynamics of the culturally diverse communities we serve. Through this commitment, we will enhance our awareness, compassion, and ability, to interact with others who are different than ourselves with dignity, respect, patience, and understanding.
- 22.4. Embracing diversity in the workplace makes for better creativity, acceptance, tolerance, and innovation. It also broadens the range of knowledge, skills, and abilities, of our employees. Better program decisions can be made based on culturally diverse perspectives. As an agency, our focus on cultural competency and diversity will enable us to improve our ability to provide culturally sensitive supports to the individuals we serve.
- 22.5. Assisted Independence, LLC defines “cultural competency” as:
 - 22.5.1. A set of values and principles, which are reflected within the behaviors, attitudes, policies, and structures of Assisted Independence, LLC’s agency and staff to result in appropriate and effective supports for all;
 - 22.5.2. The capacity to value diversity, conduct self-assessment, manage the dynamics of difference, acquire and institutionalize cultural knowledge, and adapt to diversity and the cultural contexts of the communities served;
 - 22.5.3. Integration of the above in all aspects of policy making, administration, practice, service delivery, and systematic involvement of consumers and families as appropriate, key stakeholders, and communities.
- 22.6. “Cultural” refers to integrated patterns of human customs, beliefs, & values about life that are widely shared among the members.
- 22.7. “Competency” implies having the capacity to function effectively as an individual and as an organization within the context of the cultural beliefs, behaviors, and needs presented by children, youth, and families and their communities.
- 22.8. As Assisted Independence, LLC continues to develop and improve its Cultural Competency Plan, we make sure that the following are always incorporated:
 - 22.8.1. Assisted of professionals who have cultural expertise,
 - 22.8.2. An observation and implementation process, and
 - 22.8.3. Follow-up activities that incorporate feedback and input from participants.

- 22.9. The goals of this Cultural Diversity Plan are to raise the consciousness of the organization regarding culture and diversity by recognizing the need for ongoing training, dialogue, feedback, and input from all employees. It is important that all team members, new and current, are involved in the process of making Assisted Independence, LLC a culturally aware and sensitive environment to all with whom we come into contact.
- 22.10. As a team, we are committed to creating and providing an environment conducive of quality supports. We affirm our commitment by making the organization a “hands on” learning experience. Through this experience, we learn a great deal about others and more importantly, we learn even more about ourselves.
- 22.11. Assisted Independence, LLC believes that cultural competency is a process- not an end point. As people become increasingly aware of the cultures in our environment, their supports will be tailored in way that do not require processes and planning. The following is a list of activities Assisted Independence, LLC uses to enhance cultural competency:
- 22.11.1. Provide a framework for employees to learn concepts and characteristics of culture.
- 22.11.1.1. Timeline: Employees will be trained at orientation and provided additional training a minimum of once every three years.
- 22.11.2. Include cultural data in the annual report.
- 22.11.2.1. Timeline: January 2018, then annually thereafter
- 22.11.3. Advocate for cultural competence in the broader community.
- 22.11.3.1. Timeline: Ongoing
- 22.11.4. Strive for staff composition that reflects the demographics of our community.
- 22.11.4.1. Timeline: Review annually and include as part of the annual report.
- 22.11.5. Designate a staff person with the overall responsibility for cultural competence. Consider an advisory committee to oversee cultural competence initiatives.
- 22.11.5.1. Timeline: January 2018
- 22.11.6. Annually report on cultural competence performance measures and outcomes.
- 22.11.6.1. Timeline: January 2018.
- 22.11.7. Develop resources specifically designed for cultural competence training and periodically review/update these resources to ensure their relevance for culture specific programs and supports.
- 22.11.7.1. Timeline: Develop by January 2018, then review every three years.

23. Family and Medical Leave Act (FMLA)

- 23.1. In accordance with the Family and Medical Leave Act, Assisted Independence, LLC will grant up to twelve (12) weeks of unpaid leave (or up to

twenty [26] weeks of military caregiver leave) during a twelve (12) month period to eligible employees for any one or more of the following reasons:

- 23.1.1. In order to care for a child following the child's birth;
 - 23.1.2. The placement of a child for adoption or foster care, and to care for the newly placed child;
 - 23.1.3. To care for an immediate family member (spouse, child, or parent) with a serious health condition*;
 - 23.1.4. The employee's own serious health condition* that makes the employee unable to perform the functions of the employee's position; or
 - 23.1.5. For any qualifying exigency out of the fact that the employee's spouse, child, or parent been notified of an impending call or order to covered active military duty or who is already on covered active duty
- 23.2. *Under the Family Medical Leave of Act (FMLA), a serious health condition is an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, including any period (more than three calendar days) of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider.
- 23.3. Eligible employees who are the spouse, child, parent, or next of kin of a covered service member may take up to 14 weeks of additional leave during a single 12- Month Service member Period for reasons related to or affected by the family member's call-up or service. However, eligible employees may not take leave to care for former members of the Armed Forces, former members of the National Guard and Reserves, and members on the permanent disability retired list under the Family Medical Leave of Act (FMLA).
- 23.3.1. "Child" refers to the covered service member's biological, adopted, or foster child, stepchild, legal ward, or a child of any age for whom the covered service member stood in loco parentis
 - 23.3.2. "Parent" is a covered service member's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered service member. This term does not include parents "in law."
 - 23.3.3. "Spouse" means a husband or wife, including those in same-sex marriages, which were made legal in all fifty (50) United States as of June 26, 2015.
 - 23.3.4. "Next of Kin" is the closest blood relative of the injured or recovering service member.
 - 23.3.5. "Covered active duty" means:
 - 23.3.5.1. In the case of a member of a regular component of the Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country, and
 - 23.3.5.2. In the case of a member of the Reserve components of the Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation, in accordance with 29 CR 825.102.
 - 23.3.6. "Covered service member" means:
 - 23.3.6.1. A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation,

or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or

23.3.6.2. A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

23.3.7. “Serious injury or illness” means:

23.3.7.1. An injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating; or

23.3.7.2. In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, means a qualifying (as defined by the Secretary of Labor) injury or illness incurred by a covered service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank or rating.

23.3.8. “Outpatient status” means:

23.3.8.1. The status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient;

23.3.8.2. Or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

23.4. To be eligible for Family Medical Leave of Act (FMLA) leave, the employee must meet all the following conditions:

23.4.1. The employee has worked for Assisted Independence, LLC for twelve (12) months or fifty-two (52) weeks.

23.4.2. The employee has worked at least 1,250 hours during the twelve (12) month period immediately preceding the commencement of the leave excluding time spent on paid or unpaid leave.

23.4.3. The employee has worked in a location where fifty (50) or more employees are employed by the company within seventy-five (75) miles of that office or worksite

23.5. An eligible employee can take up to twelve (12) weeks for the Family Medical Leave of Act (FMLA) circumstance during any twelve (12) month period. Assisted Independence, LLC will measure the twelve (12) month period as a rolling twelve (12) month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, Assisted Independence, LLC will compute the amount of leave the employee has taken under this policy in the last twelve (12) months and subtract it from the (12) weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

- 23.6. An eligible employee can take up to twenty-six (26) weeks for the Family Medical Leave of Act (FMLA) circumstance during a single 12-month period. For this military caregiver leave, Assisted Independence, LLC will measure the twelve (12) month period as a rolling twelve (12) month period measured forward. Family Medical Leave of Act (FMLA) leave already taken for other Family Medical Leave of Act (FMLA) circumstances will be deducted from the total of twenty-six (26) weeks available.
- 23.7. If spouses both are employed with Assisted Independence, LLC and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent with a serious health condition, the spouses may only take a combined total of twelve (12) weeks of leave. If spouses both work for the company and each wish to take leave to care for a covered injured or ill service member, the spouses may only take a combined total of twenty-six (26) weeks of leave.
- 23.8. An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the health care provider. This requirement will be included in Assisted Independence, LLC's response to the Family Medical Leave of Act (FMLA) request. Generally, an employee who takes Family Medical Leave of Act (FMLA) leave will be able to return to the same position or a position with equivalent status, pay, responsibility, and other employment terms, unless business circumstances have impacted the position.
- 23.9. An employee may take Family Medical Leave of Act (FMLA) leave in twelve (12) consecutive weeks, may use the leave intermittently (take a day off periodically) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. Assisted Independence, LLC may temporarily transfer an employee to an available alternative position with equivalent pay if the alternative position would better accommodate the intermittent or reduced schedule.
- 23.10. For the birth, adoption, or foster care of a child, the company and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.
- 23.11. If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach an agreement with Assisted Independence, LLC before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary.
- 23.12. Assisted Independence, LLC will require certification for the employee's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a delay in leave until such certification is produced or in a denial of continuation of leave. Medical certification will be provided using the Department of Labor (DOL) Certification of Health Care Provider for Employee's Serious Health Condition.
- 23.13. Assisted Independence, LLC may directly contact the employee's health care provider for verification or clarification purposes. Before the company makes this

- direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with Health Insurance Portability and Accountability Act (HIPAA) Medical Privacy Rules, Assisted Independence, LLC will obtain the employee's permission for clarification of individually identifiable health information.
- 23.14. Assisted Independence, LLC has the right to require:
- 23.14.1. A second or third opinion (at its own expense) if it has reason to doubt the certification,
 - 23.14.2. Periodic reports and intent to return to work, and
 - 23.14.3. A fitness-for-duty report to return to work.
- 23.15. Assisted Independence, LLC will require certification for the family member's serious health condition. The employee must respond to such a request within fifteen (15) days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a delay in leave until such certification is produced or in a denial of continuation of leave. Medical certification will be provided using the Department of Labor (DOL) Certification of Health Care Provider for Family Member's Serious Health Condition.
- 23.16. The agency may directly contact the employee's family member's health care provider for verification or clarification purposes. Before the agency makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with Health Insurance Portability and Accountability Act (HIPAA) Medical Privacy Rules, Assisted Independence, LLC will obtain the employee's family member's permission for clarification of individually identifiable health information.
- 23.17. Assisted Independence, LLC has the right to require:
- 23.17.1. A second or third opinion (at its own expense) if it has reason to doubt the certification,
 - 23.17.2. Periodic reports and intent to return to work, and
 - 23.17.3. A fitness-for-duty report to return to work.
- 23.18. Assisted Independence, LLC will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within fifteen (15) days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the Department of Labor (DOL) Certification of Qualifying Exigency for Military Family Leave.
- 23.19. Assisted Independence, LLC will require certification for the serious injury or illness of the covered service member. The employee must respond to such a request within fifteen (15) days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the Department of Labor (DOL) Certification for Serious Injury or Illness of Covered Service member.
- 23.20. Assisted Independence, LLC may request recertification for the serious health condition of the employee or the employee's family member no more frequently than every thirty (30) days unless circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the

- absence, or if the employee seeks an extension of his or her leave. Otherwise, the agency may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with a Family Medical Leave of Act (FMLA) absence. The company may provide the employee's health care provider with the employee's attendance records and ask whether need for leave is consistent with the employee's serious health condition.
- 23.21. All employees requesting Family Medical Leave of Act (FMLA) leave must provide a written request to Nathan Red at nathan@assistedindependence.care. Within five business days after the employee has provided this notice, Nathan will complete and provide the employee with the Department of Labor (DOL) Notice of Eligibility and Rights.
- 23.22. When the need for leave is foreseeable, the employee must provide Nathan with a written request at least thirty (30) days prior to the leave.
- 23.23. When the need for leave is unforeseeable, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for Family Medical Leave of Act (FMLA) leave is not foreseeable, the employee must comply with the agency's usual and customary notice and procedural requirements for requesting leave as soon as practicable.
- 23.24. Within five (5) business days after the employee has submitted the appropriate certification form, Nathan will complete and provide the employee with a written response to the employee's request for Family Medical Leave of Act (FMLA) leave using the Department of Labor (DOL) Designation Notice.
- 23.25. On a basis that does not discriminate against employees on Family Medical Leave of Act (FMLA) leave, Assisted Independence, LLC may require an employee on Family Medical Leave of Act (FMLA) leave to report periodically on the employee's status and intent to return to work.
- 23.26. An employee receiving bereavement or benefits as prescribed in the Family Medical Leave of Act (FMLA) should not document through the Assisted Independence timekeeping software.
- 23.27. If you have any questions, concerns, or disputes with this policy, you must contact Nathan Red at nathan@assistedindependence.care in writing.

24. Risk Management

- 24.1. Risk management is a dynamic process of identifying risk and selecting techniques to address that risk. Assisted Independence, LLC's Compliance Coordination Policy Manual is the primary resource used to define the expectations or position on a matter and authorizes appropriate action that must or may be taken to establish and/or maintain those expectations.
- 24.2. The goal of Assisted Independence, LLC's Risk Management Plan is to "Promote Quality Supports and Manage Risk Effectively". Assisted Independence, LLC is to protect itself against accidental loss or losses which would significantly affect agency personnel, property, its budget, or its ability to continue to fulfill its responsibilities.
- 24.3. It is policy of Assisted Independence, LLC for every personnel to act to reduce the risk of accidental loss or injury to the greatest extent feasible, consistent with

carrying out Assisted Independence, LLC's mission of helping individuals live active and healthy lives at their home and in their communities.

24.4. Risk management includes actions taken before and after a loss occurs and is directed towards reducing risks and reducing the frequency and severity of losses. When analyzing a loss exposure and its treatment, the impact on the entire agency, as well as on individual departments, is evaluated.

24.5. Assisted Independence, LLC faces many risks in the course of its daily operations. Most fall into one of the following categories:

24.5.1. General Liability

24.5.1.1. General liability refers to the amount of loss payable to others outside the organization for injury or damage arising from operations. It applies to personal injury, bodily injury and property loss or damage to a third party resulting from the negligence of the program operations or the employees.

24.5.2. Professional Liability (Including Directors and Officers coverage)

24.5.2.1. Claims are most prevalent in the areas of hiring, treatment, and termination of employees. In terms of Directors and Officers liability, consumers and guardians rightfully expect a high level of character, professionalism, and ethical conduct. Directors and Officers must exercise reasonable care and diligence in carrying out their tasks. Negligence in fiscal management is the most common target of Directors and Officers liability claims. Failure to comply with the Americans with Disabilities Act (ADA) opens yet another arena for possible liability exposure.

24.5.3. Liability to Employees

24.5.3.1. Assisted Independence, LLC's liability to its employees includes compensation for job-related accidents or occupational illnesses. Three types of loss exposure are workers' compensation claims, employer liability claims, and non-compliance with applicable occupational safety and health regulations.

24.5.4. Property Loss

24.5.4.1. Physical property at risk includes real and personal property, whether owned or leased. The loss may result from fire, accident or theft. Property may be destroyed, damaged or lost. The organization may also experience an interruption in normal operations.

24.5.5. Vehicle-related Loss

24.5.5.1. Risks include property damage to the vehicle itself, in addition to liability claims for personal injury and property damage as a result of vehicle operation. The specific types of liability are numerous and run the gamut from minor fender benders to loss of life.

24.5.6. Contractual Liability

24.5.6.1. When risk is contractually transferred from one party to another, loss exposures can be increased or decreased. Contractual liabilities can

arise out of leases, rental agreements, special service agreements, joint use agreements, cooperative ventures, construction contracts, service contracts with municipalities and contractual labor.

- 24.5.7. Business Loss / Interruption
 - 24.5.7.1. Loss or reductions of funding and major losses of facilities all create risk.
- 24.5.8. Loss of Reputation
 - 24.5.8.1. Loss of Reputation could result from negative publicity arising from negligent or unethical behavior of staff and/or organization.
 - 24.5.8.1.1. The President of Assisted Independence, LLC is the only authorized individual to make statements to any media whatsoever.
- 24.6. Assisted Independence, LLC will adopt these methods in order to manage risk:
 - 24.6.1. Risk Avoidance - Assisted Independence, LLC may elect to avoid undesirably high risks and programs with excessive costs by refusing to undertake unsafe activities or by discontinuing high-risk programs.
 - 24.6.2. Loss Prevention and Loss Reduction - Risks inherent in the existence and operation of Assisted Independence, LLC can be reduced, resulting in a decrease in both frequency and severity of accidental losses. It is the responsibility of each department and its personnel to conduct the business of the company in such a way as to reduce or prevent hazards to individuals and property and to evaluate the risk cost potential when developing new programs.
 - 24.6.3. Risk Retention - It is general policy of Assisted Independence, LLC to retain the financial responsibility for its risks of accidental loss to the maximum extent possible without jeopardizing the financial position of the company or the continuation of essential programs.
 - 24.6.4. Risk Transfer - The financial responsibility for risks may be transferred to others through contractual agreements or through the purchase of insurance. Assisted Independence, LLC will purchase insurance when required by law, bond, or contractual agreement. Commercially insuring risks does not alter the responsibility or personnel of the company for compliance with required and appropriate safety and security standards.

25. Communication Policy

- 25.1. All owners, directors, agents, employees, contractors, or subcontractors of Assisted Independence, LLC are to use the following etiquette when using social media:
 - 25.1.1. Refrain from using any social media while providing supports to an individual
 - 25.1.2. Refrain from posting any text, story, photo, video, or information that will potentially reveal that an individual is receiving support(s) from Assisted Independence, LLC on any social media platform (Facebook, Instagram, Twitter, Snap Chat, TikTok etc.) whatsoever, unless the individual has

released their confidentiality with an authorization signed in writing for promotion of Assisted Independence, LLC on a company social media platform.

- 25.1.3. Refrain from adding, friending, following, liking, commenting, or any form of social media communication between an individual receiving supports from Assisted Independence, LLC, unless the individual employed by Assisted Independence, LLC is a family member of the individual receiving supports from Assisted Independence, LLC.
- 25.2. The President of Assisted Independence, LLC is the only authorized individuals to communicate directly or indirectly about Assisted Independence, LLC or the individuals receiving supports from Assisted Independence, LLC with any outside media personnel, including, but not limited to, newspaper reporters, magazine reporters, news reporters, journalists, filmmakers, photographers, or any individual and/or organization that may publish, broadcast, or distribute information.
- 25.3. The President of Assisted Independence, LLC is the only authorized person to speak to any law enforcement official, attorney, or individuals conducting investigations regarding the business or support delivery of Assisted Independence, LLC.
- 25.4. The President of Assisted Independence, LLC may release authorization with written consent for an individual to speak to law enforcement officials, attorneys, or individuals conducting investigations regarding the business or support(s) delivery of Assisted Independence, LLC.
 - 25.4.1. If a subpoena or search warrant is brought forth to any owners, directors, officers, agents, contractors, subcontractors, or employees, the President of Assisted Independence, LLC is to be notified immediately.
 - 25.4.2. No information or documentation is to be given to any law enforcement officer, attorney, or investigator without authorized consent from the President of Assisted Independence, LLC.
 - 25.4.3. No owners, directors, agents, contractors, subcontractors, or employees allow a law enforcement officer, attorney, or individual conducting an investigation to enter the home of an individual receiving supports from Assisted Independence, LLC, the office of Assisted Independence, LLC or any locations in which documents belonging to Assisted Independence, LLC are stored without a legal search warrant signed by law enforcement officials.

26. Health Status

- 26.1. Except as specified in this section, this section applies to all providers of supported living supports and supports.
- 26.2. Assisted Independence, LLC shall require that at regular intervals, as specified by the individual's Person-Centered Individualized Support Plan (PCISP), the individual be informed of the following:
 - 26.2.1.1. The individual's medical condition.

- 26.2.1.2. The individual's developmental and behavioral status.
- 26.2.1.3. The risks of treatment.
- 26.2.1.4. The individual's right to refuse treatment.

27. Individual Freedoms

- 27.1. Assisted Independence, LLC shall establish a protocol for ensuring that an individual is free from unnecessary medications and physical restraints and shall establish a system to reduce an individual's dependence on medications and physical restraints, except for providers of:
 - 27.1.1. occupational therapy supports;
 - 27.1.2. physical therapy supports;
 - 27.1.3. music therapy supports; and
 - 27.1.4. speech-language therapy supports
- 27.2. Assisted Independence, LLC shall establish a system to ensure that an individual has the opportunity for personal privacy.
- 27.3. Assisted Independence, LLC shall establish a system to:
 - 27.3.1. ensure that an individual is not compelled to perform supports for Assisted Independence, LLC; and
 - 27.3.2. provide that, if an individual works voluntarily for Assisted Independence, LLC, the individual is compensated:
 - 27.3.2.1. at the prevailing wage for the job; and
 - 27.3.2.2. commensurate with the individual's abilities; unless Assisted Independence, LLC has obtained a certificate from the United States Department of Labor authorizing the employment of workers with a disability at special minimum wage rates.
- 27.4. Assisted Independence, LLC shall establish a system that ensures that an individual has:
 - 27.4.1. the opportunity to communicate, associate, and meet privately with persons of the individual's choosing;
 - 27.4.2. the means to send and receive unopened mail; and
 - 27.4.3. access to a telephone with privacy for incoming and outgoing local and long-distance calls at the individual's expense.
- 27.5. Assisted Independence, LLC shall establish a system for providing an individual with the opportunity to participate in social, religious, and community activities.
- 27.6. Assisted Independence, LLC shall establish a system that ensures that an individual has the right to retain and use appropriate personal possessions and clothing.
- 27.7. Assisted Independence, LLC shall establish a system for protecting an individual's funds and property from misuse or misappropriation.
 - 27.7.1. The individual's supported by Assisted Independence, LLC will be encouraged and assisted as needed / desired in managing their own finances, in ways such as;

- 27.7.1.1. Ensuring the individual's supported are aware and realize when they receive funds and where those funds are kept
- 27.7.1.2. Assisting in creating a budget
- 27.7.1.3. Compiling receipts
- 27.7.1.4. Ensuring any applicable bills are paid on time
- 27.8. Assisted Independence, LLC recognizes that some individual's supported live at home with parents, where potentially a series of unwritten rules apply to the individual. Assisted Independence, LLC will engage with the family and individual supported to ensure the individual's rights, safety and wellbeing are wholly supported within the home.
- 27.9. Assisted Independence, LLC has implemented a rights assessment to be completed annually, in order to ensure the personal freedom's of all individuals supported are fully and completely realized and fostered.
 - 27.9.1. The Rights Assessment must be administered by someone whom is close with the individual supported, and has known the individual for a minimum of six months.
 - 27.9.2. The Rights Assessment is to be administered one-on-one, in a private setting.
 - 27.9.3. The Rights Assessment should not be administered by a parent or guardian, or any other family member. The Rights Assessment is best delivered by a supervisor of supports.
 - 27.9.4. The Rights Assessment are to be administered to individuals over the age of 16 years old.
- 28. Use of Restricted Interventions, including Restraint**
 - 28.1. It is the policy of the Bureau of Developmental Disabilities Supports (BDDS) and Bureau of Quality Improvement Supports (BQIS) that behavioral support plans containing restrictive interventions are the least desirable approach to supporting individuals receiving waiver funded supports, and that restrictive interventions will be used only with those individuals presenting challenging/dangerous behaviors for which nonrestrictive Behavioral Support Plans have been attempted and documented as ineffective.
 - 28.2. Incorporating Restrictive Interventions into Behavior Support Plans (BSP's)
 - 28.2.1. When data from a Behavioral Support Plan (BSP) focused on positive supports, in conjunction with feedback from the Individualized Support Team (IST), confirms danger to the individual or others due to the individual's challenging/dangerous behavior, and after the Individualized Support Team (IST) has concurred and documented that no other reasonable or feasible alternatives are available, a Behavioral Support Plan (BSP) with restrictive interventions may be developed by Assisted Independence, LLC.
 - 28.2.2. A Behavioral Support Plan (BSP) containing restrictive interventions shall be developed with the understanding that the restrictive interventions should be temporary and should be eliminated as quickly as possible, with

the exception of medications used to ensure the health and safety of an individual, reviewed annually at a minimum.

- 28.2.3. A Behavioral Support Plan (BSP) containing a restrictive intervention shall include, prior to implementation:
 - 28.2.3.1. identifying information for the individual;
 - 28.2.3.2. operational definition for alternate or replacement behaviors to be increased or taught;
 - 28.2.3.3. alternate or replacement behavior objectives;
 - 28.2.3.4. data collection instruction for alternate or replacement behaviors to be increased or taught;
 - 28.2.3.5. operational definition for targeted behaviors to be decreased;
 - 28.2.3.6. data collection instructions for targeted behaviors to be decreased;
 - 28.2.3.7. pro-active or preventative strategies;
 - 28.2.3.8. re-active or de-escalation strategies;
 - 28.2.3.9. for psychotropic medications, the:
 - 28.2.3.9.1. listing of psychotropic medications prescribed;
 - 28.2.3.9.2. diagnosis for which each psychotropic medication is prescribed;
 - 28.2.3.9.3. physician prescribing psychotropic medications;
 - 28.2.3.9.4. side effects of each psychotropic medication;
 - 28.2.3.9.5. list of behavioral and other data and information the Individualized Support Team (IST) will provide to the prescribing physician, and the frequency at which it will be provided;
 - 28.2.3.9.6. psychotropic medication management plan by the prescribing physician that incorporates the data and information from the IST and addresses the starting, stopping, and adjusting of the psychotropic medication;
 - 28.2.3.9.7. for PRN psychotropic medications:
 - 28.2.3.9.7.1. the steps to be taken prior to administration and during the administration of a PRN psychotropic medication;
 - 28.2.3.9.7.2. the mandate for an Individualized Support Team (IST) meeting as soon as possible, but no later than three (3) business days following each usage of a PRN psychotropic medication;
 - 28.2.3.9.7.3. the mandate to file an incident report with the Bureau of Quality Improvement Supports (BQIS) following every usage of a PRN psychotropic medication;
 - 28.2.3.10. risk versus benefits analysis for restrictive interventions;
 - 28.2.3.11. IST signature page, including signatures:
 - 28.2.3.11.1. identifying the author of the Behavioral Support Plan (BSP);

- 28.2.3.11.2. of the individual, or if indicated, the individual’s legal representative, following a statement confirming informed consent for the Behavioral Support Plan (BSP);
- 28.2.3.11.3. of the Human Rights Committee (HRC) Chairperson, following a statement confirming HRC review and approval of the Behavioral Support Plan (BSP).
- 28.2.4. Assisted Independence, LLC shall monitor the Behavioral Support Plan (BSP), and with the cooperation of the Individualized Support Team (IST) adjust and readjust the individual’s environment and Behavioral Support Plan (BSP) as necessary in attempts to minimize the unwanted behavior and decrease the use of the restrictive intervention.
- 28.2.5. All efforts at behavioral and environmental interventions shall be assessed by the behavioral support supports provider on a regular basis, with at minimum quarterly reports to the Individualized Support Team (IST) of progress that include graphs of both targeted behavior and replacement behavior.
- 28.2.6. A Behavioral Support Plan (BSP) is a component of the individual’s ISP.
- 28.2.7. All providers working with an individual shall implement the individual’s Behavioral Support Plans (BSP’s).
- 28.3. Staff Training Required
 - 28.3.1. The individual’s behavioral support supports provider shall provide competency based training on an individual’s Behavioral Support Plan (BSP) to each of the individual’s service provider’s supervisory staff.
 - 28.3.2. Each service provider’s supervisory staff trained on an individual’s BSP by the behavioral support supports provider shall provide competence based training to direct support professional staff on implementation of the BSP.
 - 28.3.3. Assisted Independence, LLC shall ensure that staff receives competency based training as described in “1” and “2” above, prior to working with the individual.
- 28.4. Interventions Determined as Restrictive
 - 28.4.1. Examples of restrictive interventions include but are not limited to:
 - 28.4.1.1. restraint, including:
 - 28.4.1.1.1. chemical restraint;
 - 28.4.1.1.2. manual restraint;
 - 28.4.1.1.3. mechanical restraint;
 - 28.4.1.1.4. alarms added to an individual’s natural environment including doors, windows, refrigerators, cabinets, and other home appliances and fixtures;
 - 28.4.1.1.5. exclusionary time out;
 - 28.4.1.1.6. intensive staffing for control of behavior;

- 28.4.1.1.7. limited access or contingency access to preferred items or activities naturally available in the individual's environment;
 - 28.4.1.1.8. reprimand;
 - 28.4.1.1.9. response cost; and
 - 28.4.1.1.10. use of psychotropic medications to control the occurrence of an unwanted behavior.
- 28.5. Use of Restrictive Interventions in a Behavioral Emergency
- 28.5.1. Assisted Independence, LLC shall have a written policy describing the process to be used for a behavioral emergency that addresses:
 - 28.5.1.1. identification of specific, defined emergency interventions to be used for behavioral emergencies;
 - 28.5.1.2. identification of any appropriately trained staff that is authorized to select and initiate an emergency intervention;
 - 28.5.1.3. training needed for staff prior to implementing emergency interventions; d. directions for documenting:
 - 28.5.1.3.1. description of the behavioral emergency;
 - 28.5.1.3.2. a description of the emergency intervention implemented;
 - 28.5.1.3.3. the person/s implementing the emergency intervention;
 - 28.5.1.3.4. the duration of the emergency intervention;
 - 28.5.1.3.5. the individual's response to the emergency intervention;
 - 28.5.1.3.6. a mandate for Assisted Independence, LLC to convene an IST meeting as soon as is possible, but not later than three (3) business days, following the behavioral emergency to discuss the behavioral emergency, the emergency intervention used, and the supports needed to minimize future behavioral emergencies;
 - 28.5.1.3.7. a mandate that Assisted Independence, LLC staff receive training on the written policy describing the process to be used for a behavioral emergency, prior to working with individuals.
 - 28.5.1.4. A restrictive intervention may be used in a behavioral emergency without being planned when all of the following are present:
 - 28.5.1.4.1. an unanticipated behavioral emergency exists;
 - 28.5.1.4.2. an individual's behavior poses an imminent threat of harm to self or others;
 - 28.5.1.4.3. there is no approved Behavioral Support Plan (BSP) for the individual that addresses the behavioral emergency, or there is an approved plan but it has been found to be ineffective and a more restrictive intervention is indicated based upon the individual's behavioral emergency.
 - 28.5.1.4.4. the intervention chosen is determined to be the least restrictive measure required to quell the unanticipated behavioral emergency.
 - 28.5.1.4.5. Following a behavioral emergency and the use of a restrictive intervention, the Assisted Independence, LLC shall

convene an IST meeting as soon as is possible but no later than two (2) business days from the use of the restrictive intervention, to plan supports to minimize any future necessity for emergency response, including but not limited to:

- 28.5.1.4.5.1. assessments or reassessments as may be indicated, based upon any changes in the individual's health or behavioral status;
- 28.5.1.4.5.2. environmental adjustments, as may be indicated;
- 28.5.1.4.5.3. the addition of a Behavioral Support Supports provider to the Individualized Support Team (IST), if indicated;
- 28.5.1.4.5.4. the development of, or revision of a Behavioral Support Plan (BSP) for the individual, as may be indicated;
- 28.5.1.4.5.5. Supports necessary to minimize future emergency actions as agreed upon during the Individualized Support Team (IST) meeting and documented by the individual's case manager, shall be implemented by the Assisted Independence, LLC as soon as is possible, but no later than 30 days from the date of the Individualized Support Team (IST) meeting.

28.6. Use of Restraints

- 28.6.1. Use of restraint is a restrictive intervention that shall be used only as a last resort safety measure when a threat to the health and safety of the individual or others exists and has not been mitigated using less restrictive procedures.

28.7. Mandatory Components of a Behavioral Support Plan (BSP) that Includes Restraint:

- 28.7.1. A Behavioral Support Plan (BSP) that includes restraint shall contain, in addition to all components required for a restrictive intervention listed previously in this policy, the following:
 - 28.7.1.1. a directive for release from restraint when the individual no longer presents a risk of harm to self or others;
 - 28.7.1.2. measures to be initiated in the event of injury from restraint;
 - 28.7.1.3. documentation of the person/s executing the restraint;
 - 28.7.1.4. documentation of the times and duration of restraint and the times and duration of any attempted release from restraint;
 - 28.7.1.5. documentation of the individual's response to each restraint usage; and
 - 28.7.1.6. a directive to file an incident report with Bureau of Quality Improvement Services (BQIS) following each restraint usage;

28.8. Medical Restraints for Procedures

- 28.8.1. Medical restraints for procedures may be used only when necessary to accomplish a specific medical diagnostic or therapeutic procedure as ordered by a physician or a dentist.
- 28.8.2. Medical procedure restraints must:
 - 28.8.2.1. be used only after documentation of an assessment of the efficacy of alternative positive supportive strategies to facilitate the medical procedure;
 - 28.8.2.2. be of minimum duration to accomplish the procedure; and
 - 28.8.2.3. be used only with a physician/dentist order;
- 28.8.3. Medical restraints for procedures do not require the filing of an incident report.

- 28.9. Medical Restraints for Health-Related Conditions
 - 28.9.1. Medical restraints for health-related conditions may be used to allow healing of an injury, post-surgical wound, ulcers, infections or similar medical conditions.
 - 28.9.2. Medical restraints for health-related conditions:
 - 28.9.2.1. must be ordered by a physician;
 - 28.9.2.2. must include rationale for use; and
 - 28.9.2.3. must be time limited.
 - 28.9.3. Medical restraints for health-related conditions do not require the filing of an incident report.
- 28.10. Medical Restraints for Protection from Injury
 - 28.10.1. Medical restraints for protection from injury may be used in the presence of a chronic health condition.
 - 28.10.2. Medical restraints for protection from injury:
 - 28.10.2.1. do not include chemical restraint;
 - 28.10.2.2. must be used only after: a. documented Individualized Support Team (IST) and medical provider consideration of alternative safety measures;
 - 28.10.2.3. documented risks verses quality of life discussion by the Individualized Support Team (IST);
 - 28.10.2.4. must be addressed and described in the individual's Person-Centered Individualized Support Plan (PCISP); and
 - 28.10.2.5. must be ordered by a physician with review and renewal of such order as determined by the physician, and at minimum annually.
 - 28.10.2.6. Medical restraints for protection from injury do not require the filing of an incident report.
- 28.11. Prohibited Interventions
 - 28.11.1. Any restraint used for convenience or discipline is prohibited and shall not be used.
 - 28.11.2. Prone restraint where an individual is face down on their stomach is prohibited and shall not be used.

- 28.11.3. Any aversive technique is prohibited and shall not be used.
- 28.11.4. Mechanical restraint shall not be used except when ordered as a medical restraint by a licensed physician

29. Receiving Subpoena

- 29.1. In the event an employee receives a subpoena and is expected to be involved in any corresponding legal matters, Assisted Independence, LLC is committed to the protection of its individuals/employees.
- 29.2. The Corporate Compliance Officer (CCO) is to be notified in the event a subpoena is issued, who will then notify the President of Assisted Independence, LLC.
- 29.3. Assisted Independence, LLC will provide legal counsel/representation/advice as needed or requested.
- 29.4. Unless ordered by a court of law, staff is required and expected to refrain from serving as a witness to any individuals or employees involved of legal matters of this nature, invoking an individual's Fifth Amendment right found in the United States Constitution.
- 29.5. Staff is not authorized to share any information requested (progress notes, individual specifics, employee details) with any law personnel until the President of Assisted Independence, LLC is informed of the request, invoking the Fifth Amendment found in the United States Constitution.

30. Employee Attendance Policy

- 30.1. In the event Assisted Independence, LLC receives a complaint pertaining to an employee late or absent to his/her shift, the following actions will be taken within a 24-hour period of first receiving the complaint, utilizing a three-strike method;
 - 30.1.1. First Offense: The employee will be contacted by the Corporate Compliance Officer (CCO) and will be given a verbal warning. The incident will be documented and placed within the employee's file.
 - 30.1.2. Second Offense: The employee will be required to meet with the Corporate Compliance Officer (CCO) and discuss the situation within twenty- four (24) hours of the offense. The employee will write a letter of apology to the individual(s) who suffered from their tardiness or absence. The letter is to be written within the previously established twenty-four (24) hour period. Another concise, stern warning will be given at this time. A copy of the letter will be placed in the employee's file with updated documentation of the incident.
 - 30.1.3. Third Offense: Termination
- 30.2. Assisted Independence, LLC recognizes the situational nature of this policy and will additionally determine the validity of certain situations that would disrupt an employee's schedule, such as:
 - 30.2.1. Health Conditions: Assisted Independence, LLC is committed to the continuing health and safety of the individuals supported. In the event an employee who is scheduled falls ill with a potentially transferrable illness the office is to be notified as soon as possible, preferably with a twenty-four (24) hour advance. This includes expected time-off due to anticipated surgical procedures or doctors' orders, as Assisted Independence must

attempt to find backup staff for the individuals supported. Failure to inform the office in adequate time may result in individuals supported not receiving needed supports and therefore result in employee disciplinary action.

Honesty and integrity will be expected of all employees when dealing with this matter. The Corporate Compliance Officer (CCO) can deliberate with the President on specific situations.

30.2.2. Transportation: Assisted Independence, LLC will provide alternative measures as necessary, such as renting/borrowing vehicles or taxi supports.

30.2.3. Family Matters: Death, severe injury/illness of a family member requiring immediate attention.

30.2.4. Cancellations: A change in plans made by an individual receiving supports.

30.3. All employees of Assisted Independence, LLC are required and expected to keep open communication with the office in matters that may affect their work availability, so that proper measures can be put in place to ensure our individuals receive exceptional and timely service.

30.4. All employees of Assisted Independence, LLC are to maintain and be responsible for their own schedules. In the event an employee is unable to keep a scheduled shift, the office should be notified within twenty-four (24) hours and proper time-off requests should be followed before the corresponding shift.

30.5. Overtime Policy

30.5.1. Staff of Assisted Independence, LLC is expected and required to play an active role in scheduling and tracking individual hours. All overtime requests must be submitted in writing to the office for approval.

30.5.2. In the event overtime hours are submitted without prior approval, the staff member who submitted the overtime hours will be contacted by the Corporate Compliance Officer (CCO) and the incident may be documented and placed in the employees' file at the discretion of the Corporate Compliance Officer (CCO).

30.5.3. In the event an incident of this nature occurs again, the Corporate Compliance Officer (CCO) will contact the staff member. The Corporate Compliance Officer (CCO) will deliberate with the President on a course of action to take dependent on the amount of overtime hours submitted without approval. The staff will be notified on the determined course of action within one to two (1-2) business days.

30.5.4. Assisted Independence, LLC has the right to pursue termination of employment at their discretion at any time.

30.6. Mandatory In-Service

30.6.1. Assisted Independence, LLC will notify its staff on the predetermined times and locations of its mandatory semi-annual in-service meetings.

30.6.2. All staff members of Assisted Independence, LLC are required to attend one of the offered in-service sessions semi-annually.

30.6.2.1. If a staff member is not able to attend any of the predetermined in-service sessions, the staff member is to notify the office within five (5) business days' notice of the first in-service meeting. Arrangements will

be made to schedule a day where the in-service requirements can be completed.

30.6.2.2. In the event a staff member does not attend one of the in-service meetings and neglects to inform the office, disciplinary measures will be taken.

30.6.2.2.1. The Corporate Compliance Officer (CCO) will contact the staff in question and a meeting will have to take place.

30.6.2.2.2. Any staff who does not complete the training involved in the in-service meeting will not be permitted to provide service(s) until that training is completed.

31. Sexual Harassment

31.1. Assisted Independence, LLC is committed to providing a safe work environment for all employees to be free from discrimination of any kind. Assisted Independence LLC considers sexual harassment a zero-tolerance policy.

31.2. Assisted Independence, LLC will commit to promptly, seriously, and respectfully investigating all incidents/complaints relating to sexual harassment, as well as ensure no one is unjustly victimized for making such a complaint.

31.3. Any personnel found guilty of sexual harassment will be immediately terminated.

31.4. Assisted Independence LLC will commit to regular training and enforcing of proper workplace practice.

32. Person-First Language Policy

32.1. Assisted Independence, LLC is committed to the training of all staff in person-first language procedures and additionally equipping all staff to be valuable assets in pioneering person-first practices within the communities they support.

32.2. Any violation of person-first procedures that is observed, witnessed, or reported will result in a meeting with the Corporate Compliance Officer and Nathan Red, President of Assisted Independence, LLC, within five (5) business days to determine disciplinary actions, including;

32.2.1. Termination of employment

32.2.2. Suspension of employment

32.2.3. Additional Training comprised of studies and testing by the Corporate Compliance Officer (COO).

32.3. Any violations will be documented and placed within the employee's file.

32.4. Assisted Independence, LLC recognizes its role in the process of creating a more person-first community where all individuals receive the full potential of their individual rights, both within the workplace and the society at large. Having noted this, termination of employment can occur on the first offence or any time thereafter.

32.5. Assisted Independence, LLC acknowledges the importance of understanding how to use language in an instructive, helpful and appropriate way. It is important for Assisted Independence, LLC staff to understand language registers and how to conduct their speech in a professional manner. Language registers are generally broken into five categories;

- 32.5.1. Frozen / Static register – language that does not change or rarely changes (examples include; biblical verse(s), the Lord’s Prayer, preamble to the U.S. Constitution)
- 32.5.2. Formal Register – standard English used in formal setting and generally one-way in nature (examples include; speeches, school lessons, announcements, decisions made by judges)
- 32.5.3. Consultative register – less formal than formal register and is the standard form of communication, professional (examples include; job interviews, doctor/patient discussions, employee/employer, news casting, etc.)
- 32.5.4. Casual register – language between friends, teammates all a member of a of a specific group (examples include; slang, jargon, vulgarities, loose sentence structure, lack of grammar and unusual spelling)
- 32.5.5. Intimate register – language between lovers or other close family and friends, also the language used in sexual harassment (examples include; intimate words, pet names, inside jokes or knowledge)

33. Advanced Directives

- 33.1. Assisted Independence, LLC respects the rights of all individuals and commits to actively facilitate, participate in and properly document any discussion pertaining to advanced directives.
- 33.2. The Indiana State Department of Health recognizes these Advanced Directives:
 - 33.2.1. Talking directly to your physician and family
 - 33.2.2. Organ and tissue donation
 - 33.2.3. Health care representative
 - 33.2.4. Living Will Declaration or Life-Prolonging Procedures Declaration
 - 33.2.5. Psychiatric advanced directives
 - 33.2.6. Out of Hospital Do Not Resuscitate Declaration and Order
 - 33.2.7. Physician Orders for Scope of Treatment (POST)
 - 33.2.8. Power of Attorney
- 33.3. Should an individual make the decision to prepare advanced directives, the individual’s case manager shall collaborate with trusted others chosen by the individual to ensure the individual is assisted with;
 - 33.3.1. Understanding advanced directive options as described in the Indiana State Department of Health’s document titled “Advanced Directives, Your Right to Decide”
 - 33.3.2. Completing one or more of the following advance directive documents per the individual’s choosing, including the signatures of witnesses as indicated;
 - 33.3.2.1. Indiana Appointment of Health Care Representative
 - 33.3.2.2. Living Will Declaration
 - 33.3.2.3. Life Prolonging Procedures Declaration
 - 33.3.2.4. Organ Donor Card
 - 33.3.3. Understanding that partial or all the advanced directive documents may be cancelled if the individual changes their mind about any advanced directive decision; and how to cancel one or more of the advanced directive documents upon deciding to do so.

- 33.3.4. Ensure copies of all signed advanced directives documents are provided to an individual's;
 - 33.3.4.1. Health care representative, if indicated;
 - 33.3.4.2. Immediate family members
 - 33.3.4.3. Personal Physician
 - 33.3.4.4. Medical Specialists providing service to an individual
 - 33.3.4.5. The individual's attorney, if indicated
 - 33.3.4.6. All supported living service providers
- 33.3.5. Assisted Independence, LLC will ensure that its employees are properly trained on any individual's advanced directives.

34. Budget Modification Request

- 34.1. If the Individualized Support Team identifies one or more of the unanticipated events listed below that it believes increases the short-term need of an individual, it shall contact an individual's waiver case manager to request a Budget Modification Request (BMR):
 - 34.1.1. Loss of a housemate due to:
 - 34.1.1.1. Death
 - 34.1.1.2. Extended hospitalization of fourteen (14) or more days;
 - 34.1.1.3. Nursing facility respite stay of fourteen (14) or more days;
 - 34.1.1.4. Incarceration of fourteen (14) or more days;
 - 34.1.1.5. Substantiated abuse, neglect, or exploitation;
 - 34.1.1.6. Needed interventions for health and medical needs; or
 - 34.1.1.7. Inability to share staffing
 - 34.1.2. Loss of employment
 - 34.1.3. State substantiated abuse, neglect or exploitation
 - 34.1.4. Behavioral needs requiring intervention
 - 34.1.5. Extraordinary Health or Medical needs requiring intervention
- 34.2. Upon receipt of a request from the Individualized Support Team (IST), a waiver case manager shall complete a Budget Modification Request (BMR) and attach all required documentation in the Bureau of Developmental Disabilities Service's (BDDS's) case management system.
- 34.3. Budget Modification Requests must be filed within forty-five (45) calendar days of the event or status change.

35. Safety and Security: Environmental Requirement Procedures

- 35.1. Assisted Independence, LLC will document emergency preparedness plans for events requiring extraordinary efforts to ensure health, safety and welfare such as;
 - 35.1.1. Tornado
 - 35.1.2. Fire
 - 35.1.3. Missing Person
 - 35.1.4. Snow or other Winter Hazard
 - 35.1.5. Flood
 - 35.1.6. Bomb Threat
 - 35.1.7. Workplace Violence
 - 35.1.8. Residential Violence

- 35.1.9. A major natural disaster, such as a pandemic, which severely limits Assisted Independence, LLC's ability to provide supports
- 35.2. Employees of Assisted Independence, LLC will be chosen according to the individuals receiving supports and tasked with assisting in developing this plan, including;
 - 35.2.1. Blueprints of the service site, with detailed exits
 - 35.2.2. Any already existing plans set in motion by parents/guardians
 - 35.2.3. Details concerning procedures for the specific emergency or crisis events listed above
- 35.3. All emergency preparedness plans will be documented within the office and at the appropriate site of service.
- 35.4. In the event emergency preparedness documents are not received after an appointed deadline (to be determined by the President and Corporate Compliance Officer), disciplinary measures will be taken.
 - 35.4.1. The Corporate Compliance Officer (CCO) will contact the employee in question and a warning will be given. A new due date will be determined, and the incident will be documented and placed within the employee's file.
 - 35.4.2. In the event an employee does not meet the newly determined requirement and demonstrates continued negligence, a meeting will be set up with the Corporate Compliance Officer (CCO). The Corporate Compliance Officer (CCO) will deliberate with the President concerning when termination will occur.

36. Imminent Danger Procedure

- 36.1. Upon discovery that an individual receiving supports is in imminent danger, the person making the discovery shall ensure the following actions take place;
 - 36.1.1. Call 911 if indicated;
 - 36.1.2. Initiate safety actions for the individual as is indicated and as is possible, including removing individual immediately if necessary;
 - 36.1.3. Contact the following and notify them of the situation;
 - 36.1.3.1. The individual's case manager (or the case management vendor's twenty-four (24) hour crisis line if the case manager is not immediately unavailable) for individuals in waiver funded supported living settings;
 - 36.1.3.2. The Bureau of Developmental Disabilities Services (BDDS) District Manager
 - 36.1.3.3. The Assisted Independence, LLC office;
 - 36.1.3.4. Adult Protective Supports (APS), or Child Protective Supports (CPS), as indicated; and
 - 36.1.3.5. The individual's legal representative, if applicable
 - 36.1.4. Remain at the scene pending mitigation of the immediate danger situation
- 36.2. The entity responsible for coordinating development of a mitigation plan for the individual found in imminent danger shall be;
 - 36.2.1. The individual's case manager (or case management vendor's crisis representative in the absence of case manager).

- 36.2.2. The Bureau of Developmental Disabilities Services (BDDS) District Manager for all other individuals receiving Bureau of Developmental Disabilities Services (BDDS) approved supports.
- 36.3. The responsible entities above described above shall;
 - 36.3.1. Collaborate with the individual’s Individualized Support Team (IST) to develop a mitigation plan to eliminate the imminent danger situation;
 - 36.3.2. Ensure oversight of the mitigation plan;
 - 36.3.3. Document the imminent danger event and all responses to the event per current Bureau of Developmental Disabilities Supports (BDDS) policies, procedures and directives.
- 36.4. Assisted Independence LLC will commit to cooperating fully with the development and execution of the imminent danger mitigation plan.
- 36.5. In response, Assisted Independence, LLC shall;
 - 36.5.1. Ensure follow-up measures to ensure the continued safety of the individual as indicated;
 - 36.5.2. File a Bureau of Developmental Disabilities Services (BDDS) incident report per current Division of Disability and Rehabilitation Services (DDRS) policy; and
 - 36.5.3. Document the imminent danger event and all responses to the event per current Division of Disability and Rehabilitation Services (DDRS) policies, procedures and directives.

37. Financial Requirements

- 37.1. Assisted Independence, LLC will maintain the following financial information:
 - 37.1.1. Statement of financial activities/income statement;
 - 37.1.2. Statement of financial position/balance sheet; and
 - 37.1.3. Evidence of credit availability in the name of Assisted Independence, LLC.
- 37.2. Assisted Independence, LLC shall make the statements identified in this policy available to the Family and Social Services Administration (FSSA) upon request.
- 37.3. All expenses must have approval from the President of Assisted Independence prior to purchase, as well as prior to any planning or information provided to individuals supported.

38. Insurance Requirements of Providers

- 38.1. Assisted Independence, LLC shall secure and keep in force insurance coverage for any and all claims of any nature, which may in any manner arise out of or result from the supports to an individual.
- 38.2. Assisted Independence, LLC shall secure and keep in force Workers Compensation coverage meeting all statutory requirements of Indiana Code 22-3-2.
- 38.3. Assisted Independence, LLC shall provide proof of insurance coverage identified in this policy by tendering to Family and Social Supports Administration (FSSA) upon request a certificate of insurance:
 - 38.3.1. When requesting approval to provide supports; and

38.3.2. Anytime thereafter, upon the request of Family and Social Services Administration (FSSA).

39. Mortality Review

- 39.1. Upon discovery of death of an individual, Assisted Independence, LLC shall notify the individual's case manager, when supports include a case manager.
- 39.2. The deceased's residential service provider, or in the absence of a residential service provider, Assisted Independence, LLC, shall provide initial notification of death to the Bureau of Development Disabilities (BDDS) District Manager within twenty-four (24) hours of first knowledge of the death, whichever comes first, utilizing e-mail or phone contact.
- 39.3. Assisted Independence, LLC shall conduct a review as part of the initial notification process including at minimum;
 - 39.3.1. The name of the deceased;
 - 39.3.2. The date, time and place of the individual's death;
 - 39.3.3. The reporting person's name and contact information;
 - 39.3.4. Any preliminary summary of circumstances surrounding death available at the time of initial notification.
 - 39.3.5. Submit an incident report electronically using the website:
<http://ddrsprovider.fssa.in.gov/IFUR>.
 - 39.3.6. Notify Adult Protective Supports (APS) if the deceased is adult, or Child Protective Supports (CPS) if the deceased is a child, within twenty-four (24) hours of first knowledge of death.
- 39.4. If an individual die, Assisted Independence, LLC, as determined by Division of Disability and Rehabilitation Supports (DDRS) shall conduct an internal review into the death. While conducting a review into the death of an individual Assisted Independence, LLC shall;
 - 39.4.1. Notify Adult Protective Supports or Child Protective Supports, as applicable, upon knowledge of death, but no later than twenty-four (24) hours after the death.
 - 39.4.2. Notify the Bureau of Developmental Disabilities Services (BDDS) representative.
 - 39.4.3. Notify Case Manager, if applicable, upon knowledge of death, but no later than twenty-four (24) hours after the death.
 - 39.4.4. Submit an electronic incident report regarding the death.
- 39.5. In conjunction with all providers of supports to the deceased individual, collect and review documentation of all events, incidents and occurrences in the individual's life for at minimum;
 - 39.5.1. The thirty (30) day period immediately before;
 - 39.5.1.1. The death of an individual; and
 - 39.5.1.2. If applicable, the hospitalization or placement in a hospice setting or nursing facility in which the individual's death occurred.
- 39.6. The internal review into the death of an individual will include;
 - 39.6.1. Identification of the individual involved;
 - 39.6.2. The date and time of death;
 - 39.6.3. A statement describing the death including in a time-line format;

- 39.6.3.1. What happened;
- 39.6.3.2. Where it happened;
- 39.6.3.3. When it happened; and
- 39.6.3.4. Who was involved?
- 39.6.4. A narrative summary description of the internal review and how it was executed.
- 39.6.5. Identification of all Assisted Independence, LLC staff assigned to work with the individual.
- 39.6.6. Identification of all involved Assisted Independence, LLC staff present at the time of death.
- 39.6.7. Signed and dated statements from Assisted Independence, LLC staff assigned and present at time of death.
- 39.7. In the case of an unexpected death or when otherwise requested, Assisted Independence, LLC shall also provide a narrative review of the deceased individual's;
 - 39.7.1. Treatment records;
 - 39.7.2. Medication administration records;
 - 39.7.3. Physician orders;
 - 39.7.4. Dietary guidelines;
 - 39.7.5. Nutritional assessments;
 - 39.7.6. Daily support records;
 - 39.7.7. Individualized Support Plan;
 - 39.7.8. Risk plans;
 - 39.7.9. Care plans;
 - 39.7.10. Staff notes;
 - 39.7.11. Nursing notes;
 - 39.7.12. Consultant notes;
 - 39.7.13. Progress notes;
 - 39.7.14. Training and treatment flow sheets including but not limited to;
 - 39.7.14.1. Bowel tracking
 - 39.7.14.2. Seizure log;
 - 39.7.14.3. Input and output record;
 - 39.7.14.4. Vital sign records;
 - 39.7.14.5. Risk plans;
 - 39.7.15. Consumer specific training;
 - 39.7.16. Assigned staff ratios;
 - 39.7.17. Hospital and Emergency Room (ER) admissions and discharge summaries; and
 - 39.7.18. All other documentation relevant to the supports being provided to the individual at the time of death.
 - 39.7.19. A narrative summary of a review of relevant Assisted Independence, LLC policies and procedures.
 - 39.7.20. A narrative summary of the findings of all record and document review associated with the death.
 - 39.7.21. Copies of all documents pertinent to the review of death.
 - 39.7.22. A statement of specific findings from the internal review.

- 39.7.23. A description of all corrective actions developed as a result of the internal review, including time frames for completion of each corrective action.
- 39.7.24. Documentation of implementation of any corrective actions developed as a result of the internal review.
- 39.7.25. The signature, name and title of the person completing the internal review.
- 39.7.26. The date the internal review was completed.
- 39.8. No later than thirty (30) days after the individual's death, Assisted Independence LLC, completing the internal review into the death of an individual shall send to Division of Disability and Rehabilitation Services (DDRS) per the current Division of Disability and Rehabilitation Services (DDRS) directive;
 - 39.8.1. A completed notice of an individual's death on a form prescribed by Division of Disability and Rehabilitation Services (DDRS); and
 - 39.8.2. An internal review into the death of an individual as described in this section.
 - 39.8.3. Assisted Independence, LLC shall respond to any additional requests for information made by Bureau of Quality Improvement Services (BQIS) within ten (10) days of the receipt of a request.

40. Provider Re-Approval for Waiver Supports

- 40.1. The Division of Disability and Rehabilitation Services (DDRS) will conduct a review of approval providers prior to the expiration of a provider's one (1) or three (3) year approval. Division of Disability and Rehabilitation Services (DDRS) will evaluate the following criteria for re-approval purposes;
 - 40.1.1. CERT survey;
 - 40.1.2. Current accreditation status, when applicable;
 - 40.1.3. Complaint investigations;
 - 40.1.4. Incident reports;
 - 40.1.5. Any outstanding compliance issues with Family and Social Administration Supports (FSSA), Indiana State Department of Health (DOH), Indiana Department of Revenue, Adult Protection Supports (APS), Child Protection Supports (CPS), Indiana Secretary of State or any other State or Federal agency; and
 - 40.1.6. Any other information DDRS deems necessary.
- 40.2. When the Division of Disability and Rehabilitation Services (DDRS) issues a notice of re-approval, the provider will receive a letter indicating a term of one (1) or three (3) years with explicit instructions that the re-approval is contingent upon the provider returning the signed Provider Agreement within thirty (30) days of receipt. The provider must also maintain proper enrollment through the Office of Medicaid Policy and Planning (OMPP) enrollment process. OMPP provider enrollment is a separate process overseen by OMPP.
 - 40.2.1. A provider will be required to return signed a Provider Agreement at least once every three years.
 - 40.2.2. If a provider fails to return a Provider Agreement within thirty (30) days of receipt, the provider has failed to meet the requirements for re-approval.

- 40.3. If the provider fails to meet the requirements for re-approval, the provider will receive a letter indicating that the provider is under a six (6) month probationary approval and may be referred to the Division of Disability and Rehabilitation Services (DDRS) Sanctioning Committee.
- 40.3.1. During the six (6) month probationary period, the provider must show;
- 40.3.1.1. All incidents, sentinel events and/or complaints open past the acceptable timeframes have been closed;
- 40.3.1.2. All systemic problems have been identified, addressed and corrective action plans are in place and operational; and
- 40.3.1.3. Compliance with any Division of Disability and Rehabilitation Services (DDRS) order resulting in sanctions.
- 40.3.1.4. If a provider fails to comply with any of the above requirements, the Sanctioning Committee may recommend that the Director terminate the provider's approval.
- 40.4. All provider reviews under this policy will go before Bureau of Developmental Disabilities Services (BDDS) Provider Relations for final re-approval decisions.
- 41. Provider Re-verification for Accredited Waiver Supports** (*Revised on: 02/13/2020, Noah Goble, Corporate Compliance Officer*)
- 41.1. For a new provider or provider adding a service requiring accreditation:
- 41.1.1. Prior to the expiration of the provider's first year of approval as a Bureau of Developmental Disabilities Services (BDDS) provider, the provider must submit to BDDS, or its designee, evidence of accreditation survey dates scheduled with an approved national accreditation body for each applicable service. If the scheduled survey is delayed by the national accreditation body, due to no fault of the provider, the provider must notify Bureau of Developmental Disabilities Services (BDDS) or its designee in writing to and submit supporting documentation from the national accreditation body of the delay. Bureau of Developmental Disabilities Services (BDDS) or its designee must receive written notice of any changes to the survey schedule within seven (7) business days of the provider receiving notice from the national accrediting body of a change in the date of the survey.
- 41.1.2. Failure by the provider to participate in the scheduled survey or to obtain the required accreditation with the national accrediting body during the scheduled survey shall result in the provider not being authorized to continue to provide supports to individuals for any supports for which the provider is not in compliance and/or being subject to a moratorium on new admissions, in accordance with 460 IAC 6-7-3; and may result in issuance of a citation of violation as permitted under Indiana Code 12-11-1.1-11, which may include civil sanctions and/or termination as a Bureau of Developmental Disabilities Services (BDDS) provider.
- 41.1.3. Within ninety (90) days following the accreditation survey date(s), the provider must submit to Bureau of Developmental Disabilities Services (BDDS), or its designee, all accreditation documentation including, but not limited to, accreditation progress updates and accreditation determinations (i.e. the accreditation award notice, survey reports, audit reports, etc.). If the

accreditation survey documentation is delayed by the national accreditation body, due to no fault of the provider, past the initially established timeframe, the provider must notify Bureau of Developmental Disabilities Services (BDDS), or its designee, in writing and submit supporting documentation from the national accreditation body of the estimated timeframe.

- 41.1.4. Within ninety (90) days of following the accreditation award survey date(s), the provider must submit to Bureau of Developmental Disabilities Services (BDDS), or its designee, the completed quality improvement plan (i.e. BA Plan, QIP, etc.), if applicable.
- 41.2. Prior to the expiration of the provider's first year of approval as a Bureau of Developmental Disabilities Services (BDDS) provider, and every four (4) years thereafter, the provider shall be subject to a review of its provider data, including but not limited to the following topics:
 - 41.2.1. Complaint investigations;
 - 41.2.2. Incident reports;
 - 41.2.3. Mortality reviews;
 - 41.2.4. Any outstanding issues that endanger the health or safety of an individual receiving supports from the provider, this would include corrective action plans and sanctions; and
 - 41.2.5. Annual satisfaction surveys of individuals receiving supports from the provider, including records of findings and documentation of efforts (or planned efforts) to improve service delivery in response to the surveys, according to 460 IAC 6-10-10.
- 41.3. If Bureau of Developmental Disabilities Services (BDDS) identifies compliance issues during its review of the provider's data, Bureau of Developmental Disabilities Services (BDDS) shall issue the provider a notification of citation(s) and/or sanction(s) that must be addressed prior to being re-verified as a provider of accredited supports, according to Indiana Code 12-11-1.1-11.
- 41.4. After the provider has addressed all citations and/or sanctions, the provider shall be required to execute provider agreement with DDRS. The provider must execute the provider agreement to complete the re-verification process. Failure to execute the provider agreement shall result in the provider not being re-verified.
- 41.5. Every year, a provider or accredited supports must submit the following to Bureau of Developmental Disabilities Services (BDDS), or its designee, for review:
 - 41.5.1. Confirmation of provider location(s), contact information, and Bureau of Developmental Disabilities Services (BDDS) approved supports;
 - 41.5.2. Provider's current organizational chart;
 - 41.5.3. Indiana Secretary of State documentation;
 - 41.5.4. The financial information required by 460 IAC 6-11-2 and 6-11-3;
 - 41.5.5. Provider's insurance documentation;
 - 41.5.6. A copy of the annual satisfaction survey of individuals receiving supports from the provider, including records of findings and documentation of

- efforts (or planned effort) to improve service delivery in response to the surveys, according to 460 IAC 6-10-10'
- 41.5.7. All policies created or updated since its last re-verification with substantive revisions since the previous year; and
 - 41.5.8. Annual accreditation status report (if applicable).
- 41.6. If the provider fails to meet the requirements for re-verification, the provider shall be subject to any citations and/or sanctions Bureau of Developmental Disabilities Services (BDDS) is authorized to issue under Indiana Code 12-11-1.1.11.
- 41.7. The provider must also maintain proper enrollment through the Office of Medicaid Policy and Planning (OMPP) enrollment process. Office of Medicaid Policy and Planning (OMPP) provider enrollment is a separate process overseen by Office of Medicaid Policy and Planning (OMPP).
- 41.8. Assisted Independence, LLC provides three supports that require accreditation; Community Based Habilitation Individual Supports (CHIO), Respite Supports (RSPO) and Residential and Hospitality Supports (RHS).
- 42. Provider Re-verification for Non-Accredited Waiver Supports** (*Revised on: 2/13/2020, Noah Goble, Corporate Compliance Officer*)
- 42.1. For a new provider or a provider adding a service not requiring accreditation:
- 42.1.1. Prior to the expiration date of the provider's first year of approval as a BDDS provider, and every two (2) years thereafter, the provider shall be subject to a review of its provider data, including but not limited to the following topics:
 - 42.1.1.1. Complaint investigations;
 - 42.1.1.2. Incident reports;
 - 42.1.1.3. Mortality reviews;
 - 42.1.1.4. Any outstanding issues that endanger the health or safety of an individual receiving supports from the provider, this would include corrective action plans and sanctions; and
 - 42.1.1.5. Annual satisfaction surveys of individuals receiving supports from the provider, including records of findings and documentation of efforts (or planned efforts) to improve service delivery in response to the surveys, according to 460 IAC 6-10-10.
 - 42.1.2. If BDDS identifies compliance issues during its review of the provider's data, BDDS shall issue the provider a notification of citations and/or sanctions that must be addressed prior to being re-verified as a provider of non-accredited supports, according to Indiana Code Section 12-11-1.1-11.
 - 42.1.3. After the provider has addressed all citations and/or sanctions, the provider shall be required to execute a provider agreement with DDRS. The provider must execute the provider agreement to complete the re-verification process. Failure to execute the provider agreement shall result in the provider not being re-verified.
- 42.2. Every year, a provider of non-accredited supports must submit the following to BDDS, or its designee, for review:

- 42.2.1. Confirmation of provided location(s), contact information, and Bureau of Developmental Disabilities Services (BDDS) approved supports;
 - 42.2.2. Provider's current organizational chart;
 - 42.2.3. Indiana Secretary of State documentation;
 - 42.2.4. The financial information required by 460 IAC 6-11-2 and 6-11-3;
 - 42.2.5. Provider's insurance documentation;
 - 42.2.6. A copy of the annual satisfaction survey of individuals receiving supports from the provider, including records of findings and documentation of efforts (or planned efforts) to improve service delivery in response to the surveys, according to 460 IAC 6-10-10; and
 - 42.2.7. All policies created or updated since its last re-verification with substantive revision.
- 42.3. If the provider fails to meet the requirements for re-verification, the provider shall be subject to any citations and/or sanctions Bureau of Developmental Disabilities Services (BDDS) is authorized to issue under Indiana Code 12-11-1.1-11.
- 42.4. The provider must also maintain enrollment through the Office of Medicaid Policy and Planning (OMPP) enrollment process. Office of Medicaid Policy and Planning (OMPP) provider enrollment is a separate process overseen by Office of Medicaid Policy and Planning (OMPP).
- 42.5. Assisted Independence, LLC provides two supports that are non-accredited; Participant Assistant and Care supports (PAC) and Recreational Therapy supports (RETH).
- 43. Provider Organizational Chart**
- 43.1. Assisted Independence, LLC will maintain a current organizational chart, including;
- 43.1.1. Parent organizations and subsidiary organizations; and
 - 43.1.2. Identification of all familial relationships within the organizational chart.
- 43.2. Upon request, Assisted Independence, LLC will supply the Division of Disability and Rehabilitative Services (DDRS) with a copy of the current organizational chart including;
- 43.2.1. Parent organizations and subsidiary organizations; and
 - 43.2.2. Identification of all familial relationships within the organizational chart.
- 44. Reimbursement of Out of State Home and Community Based Waiver Supports**
- 44.1. Approved providers home and community-based supports for individuals with intellectual and developmental disabilities may receive reimbursement for out of state supports through the Indiana Medicaid in limited circumstances under the Division of Disability and Rehabilitation Service's (DDRS's) Bureau of Developmental Disabilities Services (BDDS) operated waiver programs. Reimbursement is allowable for the following;
- 44.1.1. Day trip activities that cross Indiana's borders, if those activities are documented as an individual's written plan of care. Medicaid reimbursement is not allowable for waiver supports provided to accompany individuals out of state for overnight travel.
 - 44.1.2. In-state overnight trips, if those activities are documented as part of the individual's written plan of care.

- 44.1.3. Direct support staff accompanying individuals residing in border areas to appointments to receive Medicaid State Plan supports outside of the state, if the medical service is covered by Medicaid in accordance with 405 Indiana Administrative Code (IAC) 5. The waiver service provided out of state must be included in the written plan of care approved by the state.
 - 44.1.4. Supports to individuals who attend undergraduate and graduate programs in contiguous states while remaining Indiana residents, if agreements can be reached with the host state to assure that all applicable requirements for service provision and provider qualifications are met for both Indiana and the host state.
- 45. Waiver Providers Adding Counties and Supports**
- 45.1. In the event Assisted Independence, LLC purposes to add additional counties to supports, the Bureau of Developmental Disabilities Services (BDDS) application to provide counties shall be completed and submitted to Bureau of Developmental Disabilities Services (BDDS) Provider Relations. Assisted Independence, LLC will be notified of the Provider Relation’s decision upon review. If the application is approved, Bureau of Developmental Disabilities Services (BDDS) Provider Relations shall add the requested counties.
 - 45.2. The decision to add supports will be based on the service provider’s qualifications, need for additional supports served by the provider and open provider Corrective Action Plans (CAPs).
- 46. Individual/Guardian Responsibilities While Receiving Waiver Funded Supports**
- 46.1. It is the policy of Assisted Independence, LLC that individuals, or their legal representative when indicated, participate actively and responsibly in the administration and management of their Medicaid waiver funded supports. The individual receiving supports is the most prominent member of the Individualized Support Team (IST), making participation and cooperation in waiver service planning and administration essential.
 - 46.2. The area’s in which the Bureau of Developmental Disabilities Supports (BDDS) requires individuals to actively participate are as follows;
 - 46.3. **Information Sharing-** The individual (or individual’s legal representative) shall upon request from the Bureau of Developmental Disabilities Services (BDDS), Bureau of Quality Improvement Services (BQIS) or a Division of Disability and Rehabilitative Services (DDRS) contracted vendor, provide information for the purpose of administration and/or management waiver supports that is limited to:
 - 46.3.1. Medical information relevant to the individual receiving supports that is limited to;
 - 46.3.1.1. Information necessary for application to and participation in the waiver program;
 - 46.3.1.2. Information necessary to train staff on the individual’s medical status, medical needs and medical interventions;
 - 46.3.2. Financial information that is limited to that required for application to and participation in the waiver program;
 - 46.3.3. Information necessary for completion of a Bureau of Quality Improvement Services (BQIS) survey;

- 46.3.4. Information relevant to a Bureau of Developmental Disabilities Services (BDDS) reportable incident;
- 46.3.5. Information relevant to a Bureau of Quality Improvement Services (BQIS) complaint; and
- 46.3.6. Other information as determined by Bureau of Developmental Disabilities Services (BDDS), Bureau of Quality Improvement Services (BQIS), or the Case Manager vendor.
- 46.4. **Changing Providers-** The individual (or the individual's legal representative when indicated) shall complete all actions as requested by the Bureau of Developmental Disabilities Services (BDDS) to secure a replacement provider within;
 - 46.4.1. Sixty (60) days from the date the change is requested; or
 - 46.4.2. Sixty (60) days from when the provider gives notice of terminating supports to the individual.
 - 46.4.3. If a new provider is not in place after sixty (60) days, the current provider shall continue to provide supports to an individual until the Bureau of Developmental Disabilities Services (BDDS) determines it is no longer necessary.
- 46.5. **Participating in Risk Plan Development and Implementation-** The individual (or the individual's legal representative when indicated) shall participate in:
 - 46.5.1. The development of risk plans for the individual, per current Bureau of Developmental Disabilities Services (BDDS) and/or Bureau of Quality Improvement Services (BQIS) procedures; and
 - 46.5.2. The implementation of risk plans developed for the individual, in lieu of documented risk negotiation with the individual's Individualized Support Team, and a signed risk non-agreement document.
- 46.6. **Allowing Representative of the State into the Individual's Home-** The individual (or the individual's legal representative when indicated) shall allow representatives from the Bureau of Developmental Disabilities Services (BDDS), the Bureau of Quality Improvement Services (BQIS) and/or a Division of Disability and Rehabilitation Services (DDRS) contracted vendor into the individual's home for visits scheduled at least seventy-two (72) hours prior to execute:
 - 46.6.1. Routine waiver service activities;
 - 46.6.2. Follow-up on health and safety concerns for the individual;
 - 46.6.3. Complaint investigations related to the individual or the individual's family; and
 - 46.6.4. Other purposes as determined necessary by the Bureau of Developmental Disabilities Supports (BDDS) or the Bureau of Quality Improvement Supports (BQIS).
- 46.7. **Consequences for Non-Participation-** Should an individual (or their legal representative when indicated) choose not to share any of the corresponding information referenced above, the Bureau of Developmental Disabilities Supports (BDDS) may determine to terminate an individual's waiver supports. If Bureau of Developmental Disabilities Services (BDDS) decides to terminate the

individual's waiver supports pursuant to this policy, Bureau of Developmental Disabilities Services (BDDS) must provide written notice of intent to terminate the individual's waiver supports to the individual (or the individual's legal guardian when indicated).

46.8. Should an individual (or one of the individual's legal representative when indicated) wish to appeal a termination of waiver supports, they shall follow the process outlined on the Notice of Action.

47. **The Council on Quality and Leadership (CQL) Basic Assurances**

47.1. Assisted Independence, LLC is committed to the standards and practices set forth by its accrediting body, The Council on Quality and Leadership (CQL).

47.2. The Council on Quality and Leadership (CQL) utilizes ten (10) Basic Assurances, intended to ensure Assisted Independence, LLC is providing the best possible support to individuals in its systems and practices. Further details on the Basic Assurances can be found by accessing the Council of Quality and Leadership (CQL) Provider Portal or website. Below is a listing of all the Basic Assurances and their indicators.

47.2.1.1. Webinars

47.2.1.1.1. Factor 1: <https://www.youtube.com/watch?v=MxySQZvCyX4>

Factor 2: https://www.youtube.com/watch?v=mH_-AgEJDU8

Factor 3: <https://www.youtube.com/watch?v=MkkSOBsJMas>

Factor 4: <https://www.youtube.com/watch?v=5WBQPBo2wKA>

Factor 5: <https://www.youtube.com/watch?v=Qb7MKA8gRhQ>

Factor 6: <https://www.youtube.com/watch?v=0WTM606jql4>

Factor 7: <https://www.youtube.com/watch?v=FpHJPz9h4Xg>

Factor 8: <https://www.youtube.com/watch?v=wpaM7Z66T10>

Factor 9: https://www.youtube.com/watch?v=ZuQe_MQJT-w

Factor 10: <https://www.youtube.com/watch?v=5e1siEkmgOw>

47.2.2. Rights Protection and Promotion

47.2.2.1. The organization implements policies and procedures that promote people's rights.

47.2.2.2. The organization supports people to exercise their rights and responsibilities.

47.2.2.3. Staff recognizes and honors people's rights.

47.2.2.4. The organization upholds due process requirements.

47.2.2.5. Decision-making supports are provided to people as needed.

47.2.3. Dignity and Respect

47.2.3.1. People are treated as people first.

47.2.3.2. The organization respects people's concerns and responds accordingly.

47.2.3.3. People have privacy.

47.2.3.4. Supports and supports enhance dignity and respect.

47.2.3.5. People have meaningful work and activity choices.

47.2.4. Natural Support Networks

47.2.4.1. Policies and practices facilitate continuity of natural support systems.

- 47.2.4.2. The organization recognizes emerging support networks.
- 47.2.4.3. Communication occurs among people, their support staff and their families.
- 47.2.4.4. The organization facilitates each person's desire for natural supports.
- 47.2.5. Protection from Abuse, Neglect, Mistreatment and Exploitation
 - 47.2.5.1. The organization implements policies and procedures that define, prohibit and prevent abuse, neglect, mistreatment and exploitation.
 - 47.2.5.2. People are free from abuse, neglect, mistreatment and exploitation.
 - 47.2.5.3. The organization implements systems for reviewing and analyzing trends, potential risks and sentinel events including allegations of abuse, neglect, mistreatment and exploitation, and injuries of unknown origin and deaths.
 - 47.2.5.4. Support staff know how prevent, detect and report allegations of abuse, neglect, mistreatment and exploitation.
 - 47.2.5.5. The organization ensures objective, prompt and thorough investigations of each allegation of abuse, neglect, mistreatment and exploitation, and of each injury, particularly injuries of unknown origin.
 - 47.2.5.6. The organization ensures thorough, appropriate and prompt responses to substantiated cases of abuse, neglect, mistreatment and exploitation, and to other associated issues identified in the investigation.
- 47.2.6. Best Possible Health
 - 47.2.6.1. People have supports to manage their own healthcare.
 - 47.2.6.2. People access quality healthcare.
 - 47.2.6.3. Data and documentation support evaluation of healthcare objectives and promote continuity of supports and supports.
 - 47.2.6.4. Acute health needs are addressed in a timely manner.
 - 47.2.6.5. People receive medications and treatments safely and effectively.
 - 47.2.6.6. Staff immediately recognize and respond to medical emergencies.
- 47.2.7. Safe Environments
 - 47.2.7.1. The organization provides individualized safety supports.
 - 47.2.7.2. The physical environment promotes people's health, safety and independence.
 - 47.2.7.3. The organization has individualized emergency plans.
 - 47.2.7.4. Routine inspections ensure that the environments are sanitary and hazard free.
- 47.2.8. Staff Resources and Supports
 - 47.2.8.1. The organization implements a system for staff recruitment and retention.
 - 47.2.8.2. The organization implements an ongoing staff development program.
 - 47.2.8.3. The support needs of individuals shape the hiring, training and assignment of all staff.

47.2.8.4. The organization implements systems that promote continuity and consistency of direct support professionals.

47.2.8.5. The organization treats its employees with dignity, respect and fairness.

47.2.9. Positive Services and Supports

47.2.9.1. People's individual plans lead to person-centered and person-directed supports and support.

47.2.9.2. The organization provides continuous and consistent supports and supports for each person.

47.2.9.3. The organization provides positive behavioral supports to people.

47.2.9.4. The organization treats people with psychoactive medications for mental health needs consistent with national standards of care.

47.2.9.5. People are free from unnecessary, intrusive interventions.

47.2.10. Continuity and Personal Security

47.2.10.1. The organization's mission, vision and values promote attainment of personal outcomes.

47.2.10.2. The organization implements sound fiscal practices.

47.2.10.3. Business, administrative and support functions promote personal outcomes.

47.2.10.4. The cumulative record of personal information promotes continuity of supports.

47.2.11. Basic Assurances System

47.2.11.1. The organization monitors Basic Assurances.

47.2.11.2. A comprehensive plan describes the methods and procedures for monitoring Basic Assurances.

48. Personal Outcome Measures (from The Council of Quality and Leadership)

48.1. Assisted Independence, LLC is committed to the standards and practices set forth by its accrediting body, The Council on Quality and Leadership (CQL).

48.2. The Council on Quality and Leadership utilizes Personal Outcome Measures to identify people's quality of life outcomes, plan supports and gather information and data about individual outcomes.

48.3. Personal Outcome Measure interviews will be completed in order to determine if individuals supported are achieving their priority outcomes for their lives and also to ensure that Assisted Independence, LLC's policies and procedures are fully realized to support and ensure said outcomes could thrive.

48.4. The Council of Quality and Leadership's (CQL's) Personal Outcome Measures (POM) Factors and Indicators are as follows;

48.4.1. My Human Security

48.4.1.1. People are safe

48.4.1.2. People are free from abuse and neglect

48.4.1.3. People have the best possible health

48.4.1.4. People experience continuity and security

48.4.1.5. People exercise rights

48.4.1.6. People are treated fairly

48.4.1.7. People are respected

48.4.2. My Community

- 48.4.2.1. People use their environments
 - 48.4.2.2. People live in integrated environments
 - 48.4.2.3. People interact with other members in the community
 - 48.4.2.4. People participate in the life of the community
 - 48.4.3. My Relationships
 - 48.4.3.1. People are connected to natural support networks
 - 48.4.3.2. People have friends
 - 48.4.3.3. People have intimate relationships
 - 48.4.3.4. People decide when to share personal information
 - 48.4.3.5. People perform different social roles
 - 48.4.4. My Choices
 - 48.4.4.1. People choose where and with whom they live
 - 48.4.4.2. People choose where they work
 - 48.4.4.3. People choose supports
 - 48.4.5. My Goals
 - 48.4.5.1. People choose personal goals
 - 48.4.5.2. People realize personal goals
- (Revised on: 02/14/2020, Noah Goble, Corporate Compliance Officer)*

PERSONNEL PROCEDURES

49. Personnel Policy

- 49.1. Assisted Independence, LLC shall:
 - 49.1.1. review and update the personnel policy as appropriate; and
 - 49.1.2. distribute the personnel policy to each employee or agent.
 - 49.1.3. Include the following in a written personnel policy required by subsection:
 - 49.1.3.1. A job description for each position, including the following:
 - 49.1.3.1.1. Minimum qualifications for the position.
 - 49.1.3.1.2. Major duties required of the position.
 - 49.1.3.1.3. Responsibilities of the employee in the position.
 - 49.1.3.1.4. The name and title of the supervisor to whom the employee in the position must report.
 - 49.1.3.2. The procedure for conducting reference, employment, and criminal background checks on each prospective employee or agent, and every three (3) years thereafter.
 - 49.1.3.2.1. If an individual is offered employment, and Assisted Independence, LLC finds convictions on that individual's background check, Assisted Independence, LLC reserves the right to rescind a job offer at that time.
 - 49.1.3.2.2. If an individual has convictions on their background check, the President of Assisted Independence, LLC will determine if employment can be maintained by judging the moral standing of the individual who has the convictions.

- 49.1.3.3. A prohibition against employing or contracting with a person convicted of the offenses listed in 460 IAC 6-10-5., including the following offenses:
 - 49.1.3.3.1. Sex crime
 - 49.1.3.3.2. Felony battery
 - 49.1.3.3.3. Exploitation of an endangered adult or a child
 - 49.1.3.3.4. Failure to report battery, neglect, or exploitation of an endangered adult or of a child, or abuse or neglect of a child
 - 49.1.3.3.5. Theft (only if the conviction occurred less than 10 years before the person's employment application date)
 - 49.1.3.3.6. Murder
 - 49.1.3.3.7. Voluntary manslaughter
 - 49.1.3.3.8. Involuntary manslaughter
 - 49.1.3.3.9. Felony offense related to a controlled substance
- 49.1.3.4. A process for evaluating the job performance of each employee or agent at the end of the training period and annually thereafter, including a process for feedback from individuals receiving supports from the employee or agent.
- 49.1.3.5. Disciplinary procedures.
 - 49.1.3.5.1. A description of grounds for disciplinary action against or dismissal of an employee or agent.
 - 49.1.3.5.2. A description of the rights and responsibilities of employees or agents, including the responsibilities of administrators and supervisors.
- 49.2. Assisted Independence, LLC will:
 - 49.2.1. Check and verify all reported credentials, licensures, and/or certifications of any owners, directors, officers, agents, contractors, employees, or subcontractors of Assisted Independence, LLC
 - 49.2.2. require all employees to be screened for tuberculosis with a negative reading prior to employment.
 - 49.2.3. Assisted Independence will check driving records prior to the employment of any owners, directors, officers, agents, contractors, employees, or subcontractors working directly with an individual receiving supports.
- 49.3. As outlined in this policy handbook, there are certain standards of practice that all employees must adhere to. Any violation of said standards will be subjected to the disciplinary processes outlined within this policy; having said this, Assisted Independence, LLC reserves the right to pursue termination of employment at any time.
 - 49.3.1. Any employee that is terminated, for any reason, may be placed on a non-rehire listing kept on record, depending on the severity of the reason for termination.

50. Director of Direct Supports

50.1. **Job Nature**

50.1.1. The nature of the job as a Director of Direct Supports is to provide care to individuals with developmental disabilities in home and community-based settings by hiring, training, and managing Direct Support Professional (DSP) staff, as well as participating in individual specific planning and meetings, and designing the programming to be offered for Direct Support Professional staff and individuals supported.

50.2. **Wages**

50.2.1. Salary pay is provided to the Director of Direct Supports, provided bimonthly, on the 1st and 15th of each month, unless the 1st or 15th falls on a weekend or holiday, the employee shall be paid the day prior.

50.3. **Benefits**

50.3.1. The following benefits are available to eligible full-time Director of Direct Supports staff:

50.3.1.1. Paid salary

50.3.1.2. Paid mileage when transporting an individual receiving supports

50.3.1.3. Health Insurance (eligible following 30 days of employment)

50.3.1.4. 401k Retirement Plan with a 1% match

50.3.1.5. Four weeks total of paid vacation and grievance

50.3.1.5.1. The successor/interim Director of Direct Supports must be invited by the Director of Direct Supports to the weekly Monday morning administrative meeting that takes place the week before, during, and after the vacation of the Director of Direct Supports.

50.3.1.5.1.1. The Director of Direct Support must provide a report to the successor/interim Director of Direct Supports the week prior to leaving for vacation.

50.3.1.5.1.2. The Director of Direct Supports must request a report from the successor/interim Director of Direct Supports the week after returning from vacation.

50.3.1.5.2. The Director of Direct Supports must ensure all Incident Reports are closed by the Bureau of Quality Improvement Services (BQIS) prior to leaving for vacation.

50.4. **Prequalification**

50.4.1. All Director of Direct Supports staff must submit to Assisted Independence proof of the following prior to employment and prior to the expiration of any document:

50.4.1.1. Application

50.4.1.2. Resume

50.4.1.3. College or University Diploma or Equivalent

50.4.1.4. Cardiopulmonary Resuscitation (CPR) certification

50.4.1.5. First Aid Certification

50.4.1.6. Negative Tuberculin Skin Test

50.4.1.7. Driver's License

- 50.4.1.8. Vehicle Registration
- 50.4.1.9. Auto Insurance
- 50.4.1.10. Additionally, Director of Direct Supports staff must meet the following criteria prior to employment.
 - 50.4.1.10.1. Free of Felony Convictions
 - 50.4.1.10.2. Inspector General's Exclusion from Federally Funded Healthcare Organization
- 50.4.2. All Director of Direct Supports staff working with individuals shall meet the following requirements:
 - 50.4.2.1.1. Be at least eighteen (18) years of age.
 - 50.4.2.1.2. Demonstrate an interest in and empathy for individuals
 - 50.4.2.1.3. Demonstrate the ability to communicate adequately in order to:
 - 50.4.2.1.3.1. complete required forms and reports of visits; and follow oral or written instructions.
 - 50.4.2.1.3.2. Demonstrate the ability to provide supports according to the individual's Person-Centered Individualized Support Plan (PCISP).
 - 50.4.2.1.3.3. Demonstrate willingness to accept supervision.
- 50.4.3. Director of Direct Supports staff must complete the following forms after receiving an offer of employment, but prior to providing supports to an individual:
 - 50.4.3.1. Indiana Form I-9
 - 50.4.3.2. Indiana Form W4
 - 50.4.3.3. Indiana Form WH-4
 - 50.4.3.4. Employee Authorization of Direct Deposit
 - 50.4.3.5. Hepatitis B Consent / Declination Form
 - 50.4.3.6. Tuberculous Questionnaire
 - 50.4.3.7. Bloodborne Pathogens Employee Training and Acknowledgement Form
 - 50.4.3.8. Personal Protective Equipment (PPE) / Hand Hygiene Training Acknowledgement Form
 - 50.4.3.9. Medication Side Effects / Reporting Adverse Reactions Training and Acknowledgement Form
 - 50.4.3.10. Acknowledgement of Assisted Independence, LLC. Policies and Procedures
- 50.4.4. Director of Direct Supports staff must complete the following trainings prior to providing supports to an individual:
 - 50.4.4.1. Respecting the Dignity of an Individual
 - 50.4.4.2. Providing a Healthy and Safe Environment
 - 50.4.4.3. Protecting an Individual from Abuse, Neglect, and Exploitation
 - 50.4.4.4. Person Centered Planning
 - 50.4.4.5. Incident Reporting

- 50.4.4.6. Individual Specific Interventions
- 50.4.4.7. Health and Wellness
- 50.4.4.8. Selecting Specific Objectives
- 50.4.4.9. Communication
- 50.4.4.10. Diversity
- 50.4.4.11. Medication Administration CORE A (as applicable)
- 50.4.4.12. Behavior Support Plan (BSP) Training (As applicable)

50.5. Job Duties

- 50.5.1. All Director of Direct Supports staff must adhere to the rules and regulations set forth in Indiana Administrative Code (IAC) 460-6.
- 50.5.2. All Director of Direct Supports staff must adhere to the rules and regulations set forth by the Division of Disability and Rehabilitative Supports (DDRS), Bureau of Developmental Disabilities Supports (BDDS), and the Bureau of Quality Improvement Supports (BQIS).
- 50.5.3. All Director of Direct Supports staff must abide by the requirements set forth by the Council on Quality and Leadership (CQL), as well as participate in schedule accreditation surveys.
- 50.5.4. All Director of Direct Supports staff shall be eligible to provide and oversee the following supports:
 - 50.5.4.1. Residential Habilitation and Support (RHS)
 - 50.5.4.2. Day Supports (DHI), formerly known as Community Based Habilitation – Individual (CHIO)
 - 50.5.4.3. Respite care supports (RSPO)
 - 50.5.4.4. Participant Assistance and Care (PAC)
 - 50.5.4.5. Transportation
- 50.5.5. All Director of Direct Supports staff must assist the individual to which is being provided supports with one of the following:
 - 50.5.5.1. Self-care
 - 50.5.5.2. Self-direction
 - 50.5.5.3. Expressive or receptive language
 - 50.5.5.4. Ambulation or mobility
 - 50.5.5.5. Activities of Daily Living (ADL's)
 - 50.5.5.6. Learning
 - 50.5.5.7. Independent Living
 - 50.5.5.8. Economic Self-Sufficiency
 - 50.5.5.9. Physical Activity
 - 50.5.5.10. Community Participation
- 50.5.6. All Director of Direct Supports staff will assist a Medicaid recipient or Medicaid recipients that meet at least one of the following criteria set forth by the Division of Disability and Rehabilitative Supports (DDRS):
 - 50.5.6.1. SSI (MASI)
 - 50.5.6.2. Aged (MA A)
 - 50.5.6.3. Blind (MA B)

- 50.5.6.4. Disabled (MA D)
- 50.5.6.5. MED Works (MADW, MADI)
- 50.5.6.6. Low-income Caretakers (MAGF)
- 50.5.6.7. Foster Care (MA 15)
- 50.5.6.8. Foster Care Independence (MA14)
- 50.5.6.9. Children under Age 1 (MA Y)
- 50.5.6.10. Children Age 1-5 (MA Z)
- 50.5.6.11. Children Age 1-18 (MA 2, MA 9)
- 50.5.6.12. Transitional Medical Assistance (MA F)
- 50.5.6.13. IV-E FC Foster Care children (MA 4)
- 50.5.6.14. Children in the Adoption Assistance Program (MA 8)
- 50.5.7. All Director of Direct Supports staff will document the following:
 - 50.5.7.1. Incident Reporting
 - 50.5.7.1.1. All Director of Direct Supports staff are to submit an Incident Report form for any of the following incidents, or knowledge of any of the following incidents:
 - 50.5.7.1.1.1. Alleged, suspected, or actual abuse, neglect, or exploitation occurs,
 - 50.5.7.1.1.2. Anytime injury occurs,
 - 50.5.7.1.1.3. Anytime death occurs,
 - 50.5.7.1.1.4. Anytime structural or environmental problems threaten the health and safety of an individual
 - 50.5.7.1.1.5. Anytime a fire occurs at the site of supports delivery
 - 50.5.7.1.1.6. Anytime elopement occurs
 - 50.5.7.1.1.7. Anytime alleged, suspected, or actual criminal activity by an employee of Assisted Independence occurs
 - 50.5.7.1.1.8. Anytime a medication error occurs
 - 50.5.7.1.1.9. Anytime a physical or mechanical restraint is used
 - 50.5.7.1.1.10. Anytime a client has a fall
 - 50.5.7.1.1.11. Any unusual incident that may affect the health, wellness, and functioning of a client
 - 50.5.7.1.2. Incident Reports must include the following:
 - 50.5.7.1.2.1. Employee first and last name
 - 50.5.7.1.2.2. Client first and last name
 - 50.5.7.1.2.3. Date in MM/DD/YEAR format
 - 50.5.7.1.2.4. Time the incident began in 00:00AM format
 - 50.5.7.1.2.5. Time the incident end in 00:00AM format
 - 50.5.7.1.2.6. Description of the events immediately before, during, and following the event
 - 50.5.7.1.2.7. All individuals involved in the event
 - 50.5.7.1.2.8. Description of response to the event

50.5.7.1.3. Incident Reports are to be submitted to the Assisted Independence office with 24 hours of the incident occurring, as well as with the Division of Disability and Rehabilitative Supports (DDRS) online <https://ddrsprovider.fssa.in.gov/IFUR/>

50.5.8. Scheduling

50.5.8.1. All Director of Direct Supports staff will be responsible for scheduling work times, which includes a minimum requirement of 35 hours per week.

50.5.8.2. Director of Direct Supports staff must inform the Assisted Independence office and administration of dates when and when not available to provide supports.

50.5.8.3. All Director of Direct Supports staff may not cancel a scheduled work time without permission from Assisted Independence administration.

50.5.8.4. All Director of Direct Supports staff must submit supporting documentation (doctor's notes, Certificate of Death, etc.) for missed work.

50.5.9. Management

50.5.9.1. All Director of Direct Supports staff are direct supervisors to Direct Support Professional (DSP) staff. All Director of Direct Supports staff will actively conduct

50.5.9.1.1. Recruitment of Direct Support Professional (DSP) staff

50.5.9.1.2. Interviewing of potential Direct Support Professional (DSP) staff

50.5.9.1.3. Hiring, disciplining, suspending, and terminating Direct Support Professional (DSP) staff

50.5.9.1.4. Training of Direct Support Professional (DSP) staff

50.5.9.1.5. Meetings with Direct Support Professional (DSP) staff

50.5.9.1.6. Semi-annual in-service trainings for Direct Support Professional (DSP) staff

50.5.9.1.7. All communication with Direct Support Professional (DSP) staff

50.5.9.1.8. Annual, formal, employee reviews

50.5.10. Care Coordination

50.5.10.1. All Director of Direct Supports staff will oversee the delivery of direct supports to a maximum of 60 individuals, which includes,

50.5.10.1.1. The formulation and updating of Person-Centered Individualized Support Plans (PCISP's)

50.5.10.1.2. The formulation and updated, required at least once annually, of each individual specific risk plan

50.5.10.1.3. The collection of documentation from other care providers relevant to the delivery of direct supports.

- 50.5.10.1.4. Uploading and downloading of documentation to the Bureau of Developmental Disabilities Supports (BDDS) online portal.
- 50.5.10.1.5. Responding, investigating, documenting, and resolving any and all complaints received from individuals supported, or anyone making the complaint on behalf of the individual supported, as well as educating individuals and their family on how to report a complaint.
- 50.5.10.1.6. The attendance of all individual specific quarterly meetings.
- 50.5.10.1.7. The formulation, distribution, and data compilation of an Annual Survey of Individual Satisfaction, which is to be provided to all individuals supported once annually.
- 50.5.10.1.8. All communication with individuals supported or individuals communicating on behalf of individuals supported.
- 50.5.10.1.9. Director of Direct Supports must respond immediately to individuals supported for the following reasons:
 - 50.5.10.1.9.1. anytime alleged, suspected, or actual abuse, neglect, or exploitation occurs
 - 50.5.10.1.9.2. anytime injury occurs
 - 50.5.10.1.9.3. anytime death occurs
 - 50.5.10.1.9.4. anytime a structural or environmental problem threaten the health and safety of Individual supported,
 - 50.5.10.1.9.5. anytime a fire occurs at Individual supported's whereabouts
 - 50.5.10.1.9.6. anytime a first responder, police officer, fire fighter, or EMT arrives to Individual supported's home
 - 50.5.10.1.9.7. anytime elopement occurs, or Individual supported wanders without telling somebody
 - 50.5.10.1.9.8. anytime alleged, suspected, or actual criminal activity by an employee of Assisted Independence occurs
 - 50.5.10.1.9.9. anytime a medication error occurs
 - 50.5.10.1.9.10. anytime a medication side effect occurs that warrants immediate attention
 - 50.5.10.1.9.11. anytime a physical or mechanical restraint is used
 - 50.5.10.1.9.12. anytime a Individual supported has a fall
 - 50.5.10.1.9.13. any unusual incident that may effect the health, wellness, and functioning of Individual supported
 - 50.5.10.1.9.14. anytime a medical appointment, such as doctor's appointment, psychiatry appointment, or therapy appointment is scheduled, and was not able to be scheduled during a scheduled shift

- 50.5.10.1.9.15. anytime a behavioral related incident occurs that results in potential self-harm, harm to others, or property damage
- 50.5.10.1.9.16. anytime a threat is made towards Individual supported or oneself
- 50.5.10.1.9.17. anytime a vehicular accident involving Individual supported occurs
- 50.5.10.1.9.18. anytime public transportation is not available to Individual supported, and Individual supported needs transportation for school or groceries, when food is not present at the home
- 50.5.10.1.9.19. anytime another scheduled staff is unable to fulfill a scheduled shift
- 50.5.10.1.9.20. anytime an unexpected visitor arrives to Individual supported's residence
- 50.5.10.1.9.21. anytime a severe, adverse weather event, such as a tornado or flood, occurs
- 50.5.10.1.9.22. anytime an electricity outage occurs
- 50.5.10.1.9.23. anytime a terror threat or act occurs in Individual supported's vicinity
- 50.5.10.1.9.24. any "act of God" or severe adverse event that were to pose a serious threat to Individual supported
- 50.5.10.1.9.25. anytime an animal enters Individual supported's household unexpectedly, and the animal does not leave willingly
- 50.5.11. Administration
 - 50.5.11.1. All Director of Direct Supports staff will actively participate in administrative tasks of Assisted Independence, LLC., including, but not limited to,
 - 50.5.11.1.1. Meetings with Assisted Independence, LLC.
 - 50.5.11.1.1.1. President
 - 50.5.11.1.1.2. Director of Recreational Therapy
 - 50.5.11.1.1.3. Director of Day Supports
 - 50.5.11.1.1.4. Nurse
 - 50.5.11.1.1.5. Administrative Support Specialist
 - 50.5.11.1.1.6. Photographer
 - 50.5.11.1.1.7. any consultants hired by Assisted Independence, LLC.
 - 50.5.11.1.1.8. community members
 - 50.5.11.1.1.9. journalists
 - 50.5.11.1.2. Audit, surveys, webinars, and inquiries from the Bureau of Quality Improvements Supports (BQIS)
 - 50.5.11.1.3. Audit, surveys, webinars, and inquiries from

- 50.5.11.1.3.1. the Bureau of Developmental Disabilities Supports (BDDS)
- 50.5.11.1.3.2. the Division of Disability and Rehabilitative Supports (DDRS)
- 50.5.11.1.3.3. the Family and Social Supports Administration (FSSA)
- 50.5.11.1.3.4. the Centers of Medicaid/ Medicare (CMS)
- 50.5.11.1.4. Audit, surveys, and inquiries from
 - 50.5.11.1.4.1. the Disability Determination Bureau (DDB)
 - 50.5.11.1.4.2. the Department of Labor (DoL)
 - 50.5.11.1.4.3. the Department of Workforce Development (DWD)
 - 50.5.11.1.4.4. the Council on Quality and Leadership (CQL)
 - 50.5.11.1.4.5. the Occupational, Health, and Safety Administration (OSHA)
- 50.5.11.1.5. The formulations of programs, including
 - 50.5.11.1.5.1. Recreational activities
 - 50.5.11.1.5.2. Outdoor activities
 - 50.5.11.1.5.3. Educational opportunities
 - 50.5.11.1.5.4. Opportunities for individual supported to generate an income
 - 50.5.11.1.5.5. Teaching of resources available to individuals supported
 - 50.5.11.1.5.6. Health promoting activities
- 50.5.11.1.6. Quality assurance checks, including,
 - 50.5.11.1.6.1. The aggregating of data
 - 50.5.11.1.6.2. Individual supported and employee retention analysis
 - 50.5.11.1.6.3. Documentation checklists
 - 50.5.11.1.6.4. Goal tracking and outcomes
 - 50.5.11.1.6.5. Utilization reports
 - 50.5.11.1.6.6. Any activity that promotes the betterment of Assisted Independence, LLC. and the individuals supported.
- 50.5.12. Use of Technology
 - 50.5.12.1. All Director of Direct Supports staff will receive and be expected to use
 - 50.5.12.1.1. office space
 - 50.5.12.1.2. Laptop computer
 - 50.5.12.1.3. Cellular smartphone
 - 50.5.12.1.4. Email account
 - 50.5.12.1.5. AccelTrax/ Provide Management Software
 - 50.5.12.1.6. Bureau of Developmental Disabilities (BDDS) online portal login

50.5.12.1.7. Items requested in writing may be granted by the President of Assisted Independence, LLC.

(Revised on:10/27/2022, Nathan Red, President)

51. Direct Support Professional (DSP)

51.1. The nature of the job as a Direct Support Professional (DSP) is to provide 1:1 care to individuals with developmental disabilities in home and community-based settings.

51.2. Benefits

51.2.1. The following benefits are available to eligible full-time Direct Support Professional (DSP) staff:

51.2.1.1. Paid hourly wages

51.2.1.2. Paid mileage when transporting an individual receiving supports (also available to part-time employees)

51.2.1.3. Health Insurance

51.2.1.4. Short-Term Disability Insurance

51.2.1.5. Flexible work schedules

51.3. Prequalification

51.3.1. All Direct Support Professional (DSP) staff must submit to Assisted Independence proof of the following prior to employment and prior to the expiration of any document:

51.3.1.1. Application

51.3.1.2. Resume

51.3.1.3. High School Diploma or equivalent

51.3.1.4. Cardiopulmonary Resuscitation (CPR) certification

51.3.1.5. First Aid Certification

51.3.1.6. Negative Tuberculin Skin Test

51.3.1.7. Driver's License

51.3.1.8. Vehicle Registration

51.3.1.9. Auto Insurance

51.3.1.10. In the event a potential employee is unable to pay for the fee associated with a Tuberculin Skin Test or is unable to obtain a High School Diploma or equivalent, Assisted Independence, LLC will offer to pay the cost of the Tuberculin Skin Test and/or degree verification. A signed agreement must be completed beforehand, and the cost will be taken out of the employee's first paycheck.

51.3.1.11. Cardiopulmonary Resuscitation (CPR) and First Aid certification will be provided at no cost by Assisted Independence, LLC. However staff will not be compensated for time spent training.

51.3.1.12. Additionally, Direct Support Professional (DSP) staff must meet the following criteria prior to employment.

51.3.1.12.1. Free of Felony Convictions

51.3.1.12.2. Inspector General's Exclusion from Federally Funded Healthcare Organization

- 51.3.2. All direct care staff working with individuals shall meet the following requirements:
 - 51.3.2.1.1. Be at least eighteen (18) years of age.
 - 51.3.2.1.2. Demonstrate an interest in and empathy for individuals
 - 51.3.2.1.3. Demonstrate the ability to communicate adequately in order to:
 - 51.3.2.1.3.1. complete required forms and reports of visits; and follow oral or written instructions.
 - 51.3.2.1.3.2. Demonstrate the ability to provide supports according to the individual's Person-Centered Individualized Support Plan (PCISP).
 - 51.3.2.1.3.3. Demonstrate willingness to accept supervision.
- 51.3.3. Direct Support Professional (DSP) staff must complete the following forms after receiving an offer of employment, but prior to providing service to an individual:
 - 51.3.3.1. Indiana Form I-9, accompanied by a second form of identification (I.D.) such as a United States (U.S.) Passport or Passport Card, Voter Registration card, U.S. Military card or draft record, Military dependent's I.D. card, School card with a photograph or any other forms listed on the I-9 document.
 - 51.3.3.2. Indiana Form W4
 - 51.3.3.3. Indiana Form WH-4
 - 51.3.3.4. Employee Authorization of Direct Deposit
- 51.3.4. Direct Support Professional (DSP) staff must complete the following trainings prior to providing supports to an individual:
 - 51.3.4.1. Respecting the Dignity of an Individual
 - 51.3.4.2. Providing a Healthy and Safe Environment
 - 51.3.4.3. Protecting an Individual from Abuse, Neglect, and Exploitation
 - 51.3.4.4. Person Centered Planning
 - 51.3.4.5. Incident Reporting
 - 51.3.4.6. Individual Specific Interventions
 - 51.3.4.7. Health and Wellness
 - 51.3.4.8. Selecting Specific Objectives
 - 51.3.4.9. Communication
 - 51.3.4.10. Diversity
 - 51.3.4.11. Medication Administration CORE A (as applicable)
 - 51.3.4.12. Behavior Support Plan (BSP) Training (As applicable)
 - 51.3.4.13. In-Service trainings semi-annually (not required to attend in-service trainings prior to employment, but required after the first day of employment)
 - 51.3.4.13.1. In-service wages are set at \$8 an hour.
- 51.4. Job Duties

- 51.4.1. All Direct Support Professional (DSP) staff must adhere to the rules and regulations set forth in Indiana Administrative Code (IAC) 460-6.
- 51.4.2. All Direct Support Professional (DSP) staff must adhere to the rules and regulations set forth by the Division of Disability and Rehabilitative Services (DDRS), Bureau of Developmental Disabilities Services (BDDS), and the Bureau of Quality Improvement Supports (BQIS).
- 51.4.3. All Direct Support Professional (DSP) staff must abide by the requirements set forth by the Council of Quality and Leadership (CQL) Employment and Community Standards.
- 51.4.4. All Direct Support Professional (DSP) staff shall be eligible to provide the following supports:
 - 51.4.4.1. Residential Habilitation and Support (RHS)
 - 51.4.4.2. Day Habilitation (DHI)
 - 51.4.4.3. Respite care (RSPO)
 - 51.4.4.4. Participant Assistance and Care (PAC)
 - 51.4.4.5. Transportation
- 51.4.5. All Direct Support Professional (DSP) staff must assist the individual to which is being provided supports with one of the following:
 - 51.4.5.1. Self-care
 - 51.4.5.2. Self-direction
 - 51.4.5.3. Expressive or receptive language
 - 51.4.5.4. Ambulation or mobility
 - 51.4.5.5. Activities of Daily Living (ADL's)
 - 51.4.5.6. Learning
 - 51.4.5.7. Independent Living
 - 51.4.5.8. Economic Self-Sufficiency
 - 51.4.5.9. Physical Activity
 - 51.4.5.10. Community Participation
- 51.4.6. All Direct Support Professional (DSP) staff will assist a Medicaid recipient or Medicaid recipients that meet at least one of the following criteria set forth by the Division of Disability and Rehabilitative Services (DDRS):
 - 51.4.6.1. SSI (MASI)
 - 51.4.6.2. Aged (MA A)
 - 51.4.6.3. Blind (MA B)
 - 51.4.6.4. Disabled (MA D)
 - 51.4.6.5. MED Works (MADW, MADI)
 - 51.4.6.6. Low-income Caretakers (MAGF)
 - 51.4.6.7. Foster Care (MA 15)
 - 51.4.6.8. Foster Care Independence (MA14)
 - 51.4.6.9. Children under Age 1 (MA Y)
 - 51.4.6.10. Children Age 1-5 (MA Z)
 - 51.4.6.11. Children Age 1-18 (MA 2, MA 9)

- 51.4.6.12. Transitional Medical Assistance (MA F)
- 51.4.6.13. IV-E FC Foster Care children (MA 4)
- 51.4.6.14. Children in the Adoption Assistance Program (MA 8)
- 51.4.7. All Direct Support Professional (DSP) staff will document the following:
 - 51.4.7.1. Progress Notes
 - 51.4.7.1.1. Progress Notes for each shift work, consisting of a typed narrative of what was done to assist the individuals, the individual's whereabouts, and the duration of the activities.
 - 51.4.7.1.2. Progress Notes must list the time in 00:00AM format for when the shift began and when ended.
 - 51.4.7.1.3. Progress Notes must include the date of the supports in MM/DD/YEAR format.
 - 51.4.7.1.4. Progress Notes must include the type of service the individual was receiving.
 - 51.4.7.1.5. Progress notes must include the individual receiving service(s) first and last name.
 - 51.4.7.1.6. Progress Notes must include the individual providing service(s) first and last name.
 - 51.4.7.1.7. Progress Notes must be signed and dated by the individual receiving service(s), or the parent(s) or guardian(s) of the individuals receiving supports.
 - 51.4.7.1.8. Progress Notes are to be submitted twice monthly. Please refer to *Paperwork Collection Deadlines* for the submission dates.
 - 51.4.7.2. Side Effect Tracking
 - 51.4.7.2.1. Side Effect Tracking must be completed for each shift a Direct Support Professional (DSP) staff is working if the individual receiving supports is prescribed medications.
 - 51.4.7.2.2. Direct Support Professional (DSP) staff are to submit Side Effect Tracking online in AccelTrax to the Assisted Independence office.
 - 51.4.7.3. Medication Administration Records (MAR)
 - 51.4.7.3.1. Refer to *Assisted Independence LLC. Compliance Coordination: Policies and Procedures*
 - 51.4.7.3.2. Direct Support Professional (DSP) staff who assist in administering medications are to submit Medication Administration Records (MAR) forms monthly to the Assisted Independence office.
 - 51.4.7.4. Incident Reporting
 - 51.4.7.4.1. All Direct Support Professional (DSP) staff are to submit an Incident Report for any of the following incidents, or knowledge of any of the following incidents:
 - 51.4.7.4.1.1. Alleged, suspected, or actual abuse, neglect, or exploitation occurs,

- 51.4.7.4.1.2. Anytime injury occurs,
- 51.4.7.4.1.3. Anytime death occurs,
- 51.4.7.4.1.4. Anytime structural or environmental problems threaten the health and safety of an individual
- 51.4.7.4.1.5. Anytime a fire occurs at the site of service delivery
- 51.4.7.4.1.6. Anytime elopement occurs
- 51.4.7.4.1.7. Anytime alleged, suspected, or actual criminal activity by an employee of Assisted Independence occurs
- 51.4.7.4.1.8. Anytime a medication error occurs
- 51.4.7.4.1.9. Anytime a physical or mechanical restraint is used
- 51.4.7.4.1.10. Anytime a client has a fall
- 51.4.7.4.1.11. Any unusual incident that may affect the health, wellness, and functioning of a client
- 51.4.7.4.2. Incident Reports must include the following:
 - 51.4.7.4.2.1. Employee first and last name
 - 51.4.7.4.2.2. Client first and last name
 - 51.4.7.4.2.3. Date in MM/DD/YEAR format
 - 51.4.7.4.2.4. Time the incident began in 00:00AM format
 - 51.4.7.4.2.5. Time the incident end in 00:00AM format
 - 51.4.7.4.2.6. Description of the events immediately before, during, and following the event
 - 51.4.7.4.2.7. All individuals involved in the event
 - 51.4.7.4.2.8. Description of response to the event
- 51.4.7.4.3. Incident Reports are to be submitted to the Assisted Independence office with 24 hours of the incident occurring.
- 51.4.7.4.4. All Direct Support Professional (DSP) staff must notify the Director of Direct Supports immediately following the incident, or immediately after receiving knowledge of the incident.
- 51.4.7.5. Letter of Employment
 - 51.4.7.5.1. Assisted Independence, LLC staff will be provided with a letter of employment, enabling free access to facilities where the individuals supported have free access as well.
 - 51.4.7.5.2. The Assisted Independence, LLC office will provide letters of employment to staff upon request.
- 51.4.8. Scheduling
 - 51.4.8.1. All Direct Support Professional (DSP) staff will be responsible for scheduling times to provide service(s) with the individual receiving service(s).
 - 51.4.8.2. Direct Support Professional (DSP) staff must inform the Assisted Independence office and administration of dates when and when not available to provide supports.

- 51.4.8.3. All Direct Support Professional (DSP) staff may not cancel a scheduled work time without permission from the Director of Direct Supports.
- 51.4.8.4. All Direct Support Professional (DSP) staff must submit supporting documentation (doctor's notes, Certificate of Death, etc.) for missed work.
- 51.5. The President and the Director of Direct Supports have the sole discretion in determining hourly wage rates, together and independently, at any time of employment. The President and Director of Direct Supports will consider the following:
 - 51.5.1.1. Will an hourly wage increase result in future retention of Direct Support Professional (DSP) staff?
 - 51.5.1.2. Will an hourly wage increase result in more hours being provided to the individual supported?
 - 51.5.1.3. Will the hourly wage increase result in other supports or Direct Support Professionals (DSP's) being available to the individual supported?
 - 51.5.2. Upon hire, Direct Support Professionals (DSP's) have the opportunity to negotiate starting hourly wage.
 - 51.5.2.1. The standard starting rate of a Direct Support Professional (DSP) employee will be \$13.00 per hour. Starting pay rates will be raised for the following prequalification and rates:
 - 51.5.2.1.1. +\$1.00 if university degreed
 - 51.5.2.1.2. +\$1.00 if military background
 - 51.5.2.1.3. +\$1.00 if 5+ years' experience
 - 51.5.2.1.4. +\$1.00 for disability specific skill including, but not limited to, ability to speak another language
 - 51.5.2.1.5. +\$1.00 for specialty certification including, but not limited to, CPR certification, Registered Behavior Technician (RBT), any post graduate certification or licenses, such as a nursing license or therapy license
 - 51.5.3. Annual Evaluations
 - 51.5.3.1. +\$1.00 for first year with company
 - 51.5.3.2. +\$1.00 if university degreed
 - 51.5.3.3. +\$1.00 if military background
 - 51.5.3.4. +\$1.00 if 5+ years experience
 - 51.5.3.5. +\$1.00 for disability specific skill
 - 51.5.3.6. +\$1.00 for specialty certification
 - 51.5.4. Wage Protests
 - 51.5.4.1. Direct Support Professionals (DSP's) are required to review their paystubs, which are made available online, the day of direct deposits.
 - 51.5.4.2. Direct Support Professionals (DSP's) have six weeks from the direct deposit date to dispute their pay.

- 51.5.4.3. When a Direct Support Professional (DSP) wishes to dispute their pay, the Direct Support Professional (DSP) must submit their claim via email in writing to the Director of Direct Supports. The claim must submit the following:
 - 51.5.4.3.1. The number of hours the Direct Support Professional (DSP) believes were earned during the particular pay period.
 - 51.5.4.3.2. The correct wage the Direct Support Professional (DSP) believes he or she should have been paid for.
- 51.5.4.4. The Direct Support Professional (DSP) must have all work fully submitted in AccelTrax prior to any such requests.

(Revised on: 10/27/2022, Nathan Red, President)

52. Director of Recreational Therapy

52.1. Job Nature

- 52.1.1. The nature of the job as a Director of Recreational Therapy is to provide recreational therapy to individuals with developmental disabilities in home and community-based settings by hiring, training, and managing Recreational Therapist staff, as well as participating in individual specific planning and meetings, and designing the programming to be offered for Recreational Therapy staff and individuals supported.
- 52.1.2. The nature of the job is to provide a systematic process that utilizes recreation and other activity-based interventions to address the assessed needs of individuals with illnesses and/or disabling conditions, as a means to psychological and physical health, recovery and well-being. Further, "Recreational Therapy" means a treatment service designed to restore, remediate and rehabilitate a person's level of functioning and independence in life activities, to promote health and wellness as well as reduce or eliminate the activity limitations and restrictions to participation in life situations caused by an illness or disabling condition.
- 52.1.3. Recreational Therapy supports are supports provided under the Indiana Division of Disability and Rehabilitative Supports (DDRS) consisting of a medically approved recreational program to restore, remediate, or rehabilitate an individual in order to
 - 52.1.3.1. Improve the individual's functioning and independence
 - 52.1.3.2. Reduce or eliminate the effects of an individual's disability

52.2. Wages

- 52.2.1. Salary pay is provided to the Director of Recreational Therapy, provided bimonthly, on the 1st and 15th of each month, unless the 1st or 15th falls on a weekend or holiday, the employee shall be paid the day prior.

52.3. Benefits

- 52.3.1. The following benefits are available to eligible full-time Director of Recreational Therapy staff:
 - 52.3.1.1. Paid salary
 - 52.3.1.2. Paid mileage when transporting an individual receiving supports
 - 52.3.1.2. Paid mileage when transporting an individual receiving supports, taking

into consideration how far the Director of Recreational Therapy is willing to drive (also available to part-time employees)

52.3.1.2.1. The Director of Recreational Therapy has the following options for mileage reimbursement:

52.3.1.2.1.1. \$0.35 per mile paid by Assisted Independence, LLC. bi-monthly when any individual supported is transported, or

52.3.1.2.1.2. the Internal Revenue Service (IRS) tax write-off current mileage reimbursement rate (2020 rate is \$0.58.5 per mile) for annual income tax filing, including all miles driven for work purposes [excludes miles driving to and from personal home] *documentation of mileage required

52.3.1.3. Health Insurance (eligible following 30 days of employment)

52.3.1.4. 401k Enrollment with a 1% match by Assisted Independence

52.3.1.5. Four weeks total of paid vacation and grievance

52.3.1.5.1. The successor/interim Director of Recreational Therapy must be invited by the Director of Recreational Therapy to the weekly Monday morning administrative meeting that takes place the week before, during, and after the vacation of the Director of Recreational Therapy.

52.3.1.5.1.1. The Director of Recreational Therapy must provide a report to the successor/interim Director of Recreational Therapy the week prior to leaving for vacation.

52.3.1.5.1.2. The Director of Recreational Therapy must request a report from the successor/interim Director of Recreational Therapy the week after returning from vacation.

52.3.1.5.2. The Director of Recreational Therapy must ensure all Incident Reports are closed by the Bureau of Quality Improvement Services (BQIS) prior to leaving for vacation.

52.4. **Prequalification**

52.4.1. All Director of Recreational Therapy staff must submit to Assisted Independence proof of the following prior to employment and prior to the expiration of any document:

52.4.1.1. Application

52.4.1.2. Resume

52.4.1.3. College or University Diploma or Equivalent

52.4.1.4. Cardiopulmonary Resuscitation (CPR) certification

52.4.1.5. First Aid Certification

52.4.1.6. Negative Tuberculin Skin Test

52.4.1.7. Driver's License

52.4.1.8. Vehicle Registration

52.4.1.9. Auto Insurance

- 52.4.1.10. Additionally, Recreational Therapist must provide an active certification from the National Council on Therapeutic Recreation Certification (NCTRC), along with:
 - 52.4.1.10.1. a bachelor's degree in Therapeutic Recreation or related field and/or
 - 52.4.1.10.1.1. 18 earned credit hours in the study of therapeutic recreation
 - 52.4.1.10.1.2. 5 years of full-time experience as a Recreational Therapist. Note: this only applies to those who have taken the National Council on Therapeutic Recreation Certification (NCTRC) equivalency Path A and did NOT earn a bachelor's degree.
- 52.4.1.11. Additionally, Director of Recreational Therapy staff must meet the following criteria prior to employment.
 - 52.4.1.11.1. Free of Felony Convictions
 - 52.4.1.11.2. Inspector General's Exclusion from Federally Funded Healthcare Organization
- 52.4.2. All Director of Recreational Therapy staff working with individuals shall meet the following requirements:
 - 52.4.2.1.1. Be at least eighteen (18) years of age.
 - 52.4.2.1.2. Demonstrate an interest in and empathy for individuals
 - 52.4.2.1.3. Demonstrate the ability to communicate adequately in order to:
 - 52.4.2.1.3.1. complete required forms and reports of visits; and follow oral or written instructions.
 - 52.4.2.1.3.2. Demonstrate the ability to provide supports according to the individual's Person-Centered Individualized Support Plan (PCISP).
 - 52.4.2.1.3.3. Demonstrate willingness to accept supervision.
- 52.4.3. Director of Recreational Therapy staff must complete the following forms after receiving an offer of employment, but prior to providing supports to an individual:
 - 52.4.3.1. Indiana Form I-9
 - 52.4.3.2. Indiana Form W4
 - 52.4.3.3. Indiana Form WH-4
 - 52.4.3.4. Employee Authorization of Direct Deposit
 - 52.4.3.5. Acknowledgement of Assisted Independence, LLC. Policies and Procedures
- 52.4.4. Director of Recreational Therapy staff must complete the following trainings prior to providing supports to an individual:
 - 52.4.4.1. Respecting the Dignity of an Individual
 - 52.4.4.2. Providing a Healthy and Safe Environment
 - 52.4.4.3. Protecting an Individual from Abuse, Neglect, and Exploitation

- 52.4.4.4. Person Centered Planning
- 52.4.4.5. Incident Reporting
- 52.4.4.6. Individual Specific Interventions
- 52.4.4.7. Health and Wellness
- 52.4.4.8. Selecting Specific Objectives
- 52.4.4.9. Communication
- 52.4.4.10. Diversity
- 52.4.4.11. Medication Administration CORE A (as applicable)
- 52.4.4.12. Behavior Support Plan (BSP) Training (As applicable)

52.5. Job Duties

- 52.5.1. All Director of Recreational Therapy staff must adhere to the rules and regulations set forth in Indiana Administrative Code (IAC) 460-6.
- 52.5.2. All Director of Recreational Therapy staff must adhere to the rules and regulations set forth by the Division of Disability and Rehabilitative Supports (DDRS), Bureau of Developmental Disabilities Supports (BDDS), and the Bureau of Quality Improvement Supports (BQIS).
- 52.5.3. All Director of Recreational Therapy staff must abide by the requirements set forth by the Council on Quality and Leadership (CQL), as well as participate in schedule accreditation surveys.
- 52.5.4. All Director of Recreational Therapy staff shall be eligible to provide and oversee the following supports:
 - 52.5.4.1. Recreational Therapy
- 52.5.5. All Director of Recreational Therapy staff must assist the individual to which is being provided supports with one of the following:
 - 52.5.5.1. Self-care
 - 52.5.5.2. Self-direction
 - 52.5.5.3. Expressive or receptive language
 - 52.5.5.4. Ambulation or mobility
 - 52.5.5.5. Activities of Daily Living (ADL's)
 - 52.5.5.6. Learning
 - 52.5.5.7. Independent Living
 - 52.5.5.8. Economic Self-Sufficiency
 - 52.5.5.9. Physical Activity
 - 52.5.5.10. Community Participation
- 52.5.6. All Director of Recreational Therapy staff will assist a Medicaid recipient or Medicaid recipients that meet at least one of the following criteria set forth by the Division of Disability and Rehabilitative Supports (DDRS):
 - 52.5.6.1. SSI (MASI)
 - 52.5.6.2. Aged (MA A)
 - 52.5.6.3. Blind (MA B)
 - 52.5.6.4. Disabled (MA D)
 - 52.5.6.5. MED Works (MADW, MADI)
 - 52.5.6.6. Low-income Caretakers (MAGF)

- 52.5.6.7. Foster Care (MA 15)
- 52.5.6.8. Foster Care Independence (MA14)
- 52.5.6.9. Children under Age 1 (MA Y)
- 52.5.6.10. Children Age 1-5 (MA Z)
- 52.5.6.11. Children Age 1-18 (MA 2, MA 9)
- 52.5.6.12. Transitional Medical Assistance (MA F)
- 52.5.6.13. IV-E FC Foster Care children (MA 4)
- 52.5.6.14. Children in the Adoption Assistance Program (MA 8)
- 52.5.7. All Director of Recreational Therapy staff will document the following:
 - 52.5.7.1. Incident Reporting
 - 52.5.7.1.1. All Director of Recreational Therapy staff are to submit an Incident Report form for any of the following incidents, or knowledge of any of the following incidents:
 - 52.5.7.1.1.1. Alleged, suspected, or actual abuse, neglect, or exploitation occurs,
 - 52.5.7.1.1.2. Anytime injury occurs,
 - 52.5.7.1.1.3. Anytime death occurs,
 - 52.5.7.1.1.4. Anytime structural or environmental problems threaten the health and safety of an individual
 - 52.5.7.1.1.5. Anytime a fire occurs at the site of supports delivery
 - 52.5.7.1.1.6. Anytime elopement occurs
 - 52.5.7.1.1.7. Anytime alleged, suspected, or actual criminal activity by an employee of Assisted Independence occurs
 - 52.5.7.1.1.8. Anytime a medication error occurs
 - 52.5.7.1.1.9. Anytime a physical or mechanical restraint is used
 - 52.5.7.1.1.10. Anytime a client has a fall
 - 52.5.7.1.1.11. Any unusual incident that may affect the health, wellness, and functioning of a client
 - 52.5.7.1.2. Incident Reports must include the following:
 - 52.5.7.1.2.1. Employee first and last name
 - 52.5.7.1.2.2. Client first and last name
 - 52.5.7.1.2.3. Date in MM/DD/YEAR format
 - 52.5.7.1.2.4. Time the incident began in 00:00AM format
 - 52.5.7.1.2.5. Time the incident end in 00:00AM format
 - 52.5.7.1.2.6. Description of the events immediately before, during, and following the event
 - 52.5.7.1.2.7. All individuals involved in the event
 - 52.5.7.1.2.8. Description of response to the event
 - 52.5.7.1.3. Incident Reports are to be submitted to the Assisted Independence office with 24 hours of the incident occurring, as well as with the Division of Disability and Rehabilitative Supports (DDRS) online <https://ddrsprovider.fssa.in.gov/IFUR/>

52.5.8. Scheduling

- 52.5.8.1. All Director of Recreational Therapy staff will be responsible for scheduling work times, which includes a minimum requirement of 35 hours per week.
- 52.5.8.2. Director of Recreational Therapy staff must inform the Assisted Independence office and administration of dates when and when not available to provide supports.
- 52.5.8.3. All Director of Recreational Therapy staff may not cancel a scheduled work time without permission from Assisted Independence administration.
- 52.5.8.4. All Director of Recreational Therapy staff must submit supporting documentation (doctor's notes, Certificate of Death, etc.) for missed work.

52.5.9. Management

- 52.5.9.1. All Director of Recreational Therapy staff are direct supervisors to Recreational Therapy) staff. All Director of Recreational Therapy staff will actively conduct
 - 52.5.9.1.1. Recruitment of Recreational Therapy staff
 - 52.5.9.1.2. Interviewing of potential Recreational Therapy staff
 - 52.5.9.1.3. Hiring, disciplining, suspending, and terminating Recreational Therapy staff
 - 52.5.9.1.4. Training of Recreational Therapy staff
 - 52.5.9.1.5. Meetings with Recreational Therapy staff
 - 52.5.9.1.6. All communication with Recreational Therapy staff
 - 52.5.9.1.7. Annual, formal, employee reviews

52.5.10. Care Coordination

- 52.5.10.1. All Director of Recreational Therapy staff will oversee the delivery of Recreational Therapy to a individuals, which includes,
 - 52.5.10.1.1. The formulation and updating of Person-Centered Individualized Support Plans (PCISP's)
 - 52.5.10.1.2. The formulation and updated, required at least once annually, of each individual specific Treatment Plan
 - 52.5.10.1.3. The collection of documentation from other care providers relevant to the delivery of Recreational Therapy
 - 52.5.10.1.4. Uploading and downloading of documentation to the Bureau of Developmental Disabilities Supports (BDDS) online portal.
 - 52.5.10.1.5. Responding, investigating, documenting, and resolving any and all complaints received from individuals supported, or anyone making the complaint on behalf of the individual supported, as well as educating individuals and their family on how to report a complaint.

- 52.5.10.1.6. The formulation, distribution, and data compilation of an Annual Survey of Individual Satisfaction, which is to be provided to all individuals supported once annually.
- 52.5.10.1.7. All communication with individuals supported or individuals communicating on behalf of individuals supported.
- 52.5.11. Administration
 - 52.5.11.1. All Director of Recreational Therapy staff will actively participate in administrative tasks of Assisted Independence, LLC., including, but not limited to,
 - 52.5.11.1.1. Meetings with Assisted Independence, LLC.
 - 52.5.11.1.1.1. President
 - 52.5.11.1.1.2. Director of Direct Supports
 - 52.5.11.1.1.3. File Clerk
 - 52.5.11.1.1.4. Photographer
 - 52.5.11.1.1.5. any consultants hired by Assisted Independence, LLC.
 - 52.5.11.1.1.6. community members
 - 52.5.11.1.1.7. journalists
 - 52.5.11.1.2. Audit, surveys, webinars, and inquiries from the Bureau of Quality Improvements Supports (BQIS)
 - 52.5.11.1.3. Audit, surveys, webinars, and inquiries from
 - 52.5.11.1.3.1. the Bureau of Developmental Disabilities Supports (BDDS)
 - 52.5.11.1.3.2. the Division of Disability and Rehabilitative Supports (DDRS)
 - 52.5.11.1.3.3. the Family and Social Supports Administration (FSSA)
 - 52.5.11.1.3.4. the Centers of Medicaid/ Medicare (CMS)
 - 52.5.11.1.4. Audit, surveys, and inquiries from
 - 52.5.11.1.4.1. the Disability Determination Bureau (DDB)
 - 52.5.11.1.4.2. the Department of Labor (DOL)
 - 52.5.11.1.4.3. the Department of Workforce Development (DWD)
 - 52.5.11.1.4.4. the Council on Quality and Leadership (CQL)
 - 52.5.11.1.4.5. the Occupational, Health, and Safety Administration (OSHA)
 - 52.5.11.1.5. The formulations of programs, including
 - 52.5.11.1.5.1. Recreational activities
 - 52.5.11.1.5.2. Outdoor activities
 - 52.5.11.1.5.3. Educational opportunities
 - 52.5.11.1.5.4. Opportunities for individual supported to generate an income
 - 52.5.11.1.5.5. Teaching of resources available to individuals supported

- 52.5.11.1.5.6. Health promoting activities
- 52.5.11.1.6. Quality assurance checks, including,
 - 52.5.11.1.6.1. The aggregating of data
 - 52.5.11.1.6.2. Individuals supported and employee retention analysis
 - 52.5.11.1.6.3. Documentation checklists
 - 52.5.11.1.6.4. Goal tracking and outcomes
 - 52.5.11.1.6.5. Utilization reports
 - 52.5.11.1.6.6. Any activity that promotes the betterment of Assisted Independence, LLC. and the individuals supported.
- 52.5.12. Use of Technology
 - 52.5.12.1. All Director of Recreational Therapy staff will receive and be expected to use
 - 52.5.12.1.1. office space
 - 52.5.12.1.2. Laptop computer
 - 52.5.12.1.3. Cellular smartphone
 - 52.5.12.1.4. Email account
 - 52.5.12.1.5. AccelTrax/ Provide Management Software
 - 52.5.12.1.6. Bureau of Developmental Disabilities (BDDS) online portal login
 - 52.5.12.1.7. Items requested in writing may be granted by the President of Assisted Independence, LLC.

(Revised on: 10/26/2022, Nathan Red, President)

53. Recreational Therapist

53.1. Description

- 53.1.1. The nature of the job as a Recreational Therapist is to provide 1:1 care to individuals with developmental disabilities in home and community-based settings.
- 53.1.2. The nature of the job is to provide a systematic process that utilizes recreation and other activity-based interventions to address the assessed needs of individuals with illnesses and/or disabling conditions, as a means to psychological and physical health, recovery and well-being. Further, "Recreational Therapy" means a treatment service designed to restore, remediate and rehabilitate a person's level of functioning and independence in life activities, to promote health and wellness as well as reduce or eliminate the activity limitations and restrictions to participation in life situations caused by an illness or disabling condition.
- 53.1.3. Recreational Therapy supports are supports provided under the Indiana Division of Disability and Rehabilitative Supports (DDRS) consisting of a medically approved recreational program to restore, remediate, or rehabilitate an individual in order to
 - 53.1.3.1. Improve the individual's functioning and independence
 - 53.1.3.2. Reduce or eliminate the effects of an individual's disability

53.2. Benefits

53.2.1. The following benefits are available to eligible full-time Recreational Therapist staff:

53.2.1.1. Paid hourly wages

53.2.1.2. Paid mileage when transporting an individual receiving supports, taking into consideration how far the Recreational Therapist is willing to drive (also available to part-time employees)

53.2.1.2.1. The Recreational Therapist has the following options for mileage reimbursement:

53.2.1.2.1.1. \$0.35 per mile paid by Assisted Independence, LLC. bi-monthly when any individual supported is transported, or

53.2.1.2.1.2. the Internal Revenue Service (IRS) tax write-off current mileage reimbursement rate (2020 rate is \$0.58.5 per mile) for annual income tax filing, including all miles driven for work purposes [excludes miles driving to and from personal home] *documentation of mileage required

53.2.1.3. Health Insurance following one month of employment

53.2.1.4. 401k Enrollment with a 1% match by Assisted Independence

53.2.1.5. Paid Time Off

53.2.1.5.1. Equal to one average work week

53.2.1.5.2. Not more than 40 hours

53.2.1.5.3. Must be used within two years; i.e. the Paid Time Off rolls over for one year but not more than one year

53.2.1.5.4. Cannot be exchanged for additional pay; the Recreational Therapist must take a vacation leave of work

53.2.1.6. One-year membership every five years to Smart CEU's Hub

53.2.1.7. Flexible work schedules

53.3. **Prequalification**

53.3.1. All Recreational Therapist staff must submit to the Human Resource Manager of Assisted Independence proof of the following prior to employment and prior to the expiration of any document:

53.3.1.1. Application (available online)

53.3.1.2. Resume

53.3.1.3. Cardiopulmonary Resuscitation (CPR) certification

53.3.1.4. First Aid Certification

53.3.1.5. Negative Tuberculin Skin Test

53.3.1.6. Driver's License

53.3.1.7. Vehicle Registration

53.3.1.8. Automobile Insurance

53.3.1.9. Acceptance notice of the position offered with a minimum one-year commitment

- 53.3.2. Additionally, Recreational Therapist must provide an active certification from the National Council on Therapeutic Recreation Certification (NCTRC), along with:
 - 53.3.2.1. a bachelor's degree in Therapeutic Recreation or related field and/or
 - 53.3.2.2. 18 earned credit hours in the study of therapeutic recreation
 - 53.3.2.3. 5 years of full-time experience as a Recreational Therapist. Note: this only applies to those who have taken the National Council on Therapeutic Recreation Certification (NCTRC) equivalency Path A and did NOT earn a bachelor's degree.
- 53.3.3. Additionally, Recreational Therapist staff must meet the following criteria prior to employment:
 - 53.3.3.1. Free of Felony Convictions
 - 53.3.3.2. Inspector General's Exclusion from Federally Funded Healthcare Organization
- 53.3.4. All Recreational Therapy staff working with individuals shall meet the following requirements:
 - 53.3.4.1.1. Be at least eighteen (18) years of age.
 - 53.3.4.1.2. Demonstrate an interest in and empathy for individuals
 - 53.3.4.1.3. Demonstrate the ability to communicate adequately in order to:
 - 53.3.4.1.3.1. complete required forms and reports of visits; and follow oral or written instructions.
 - 53.3.4.1.3.2. Demonstrate the ability to provide supports according to the individual's Person-Centered Individualized Support Plan (PCISP).
 - 53.3.4.1.3.3. Demonstrate willingness to accept supervision.
- 53.3.5. Recreational Therapist staff must complete the following forms after receiving an offer of employment, but prior to providing service to an individual, submitting to the Human Resource Manager:
 - 53.3.5.1. Indiana Form I-9
 - 53.3.5.2. Indiana Form W4
 - 53.3.5.3. Indiana Form WH-4
 - 53.3.5.4. Employee Authorization of Direct Deposit
 - 53.3.5.5. Hepatitis B Consent / Declination Form
- 53.3.6. Recreational Therapist staff must complete the following trainings, and once annually, prior to providing supports to an individual:
 - 53.3.6.1. Respecting the Dignity of an Individual (if the Recreational Therapist has documentation of trainings on this topic within the last year, the trainings can be submitted to the Human Resource Manager)
 - 53.3.6.2. Providing a Healthy and Safe Environment (if the Recreational Therapist has documentation of trainings on this topic within the last year, the trainings can be submitted to the Human Resource Manager)

- 53.3.6.3. Protecting an Individual from Abuse, Neglect, and Exploitation (if the Recreational Therapist has documentation of trainings on this topic within the last year, the trainings can be submitted to the Human Resource Manager)
- 53.3.6.4. Person Centered Planning
- 53.3.6.5. Incident Reporting
- 53.3.6.6. Behavior Support Plan (BSP) Training (as applicable)
 - 53.3.6.6.1. Upon review of each Person-Centered Individualized Support Plan (PCISP), the Recreational Therapist must contact the Behavior Consultant (B.C., Behavioral Manager, Behavioral Therapist) of each individual supported to schedule a one-hour training
- 53.3.6.7. 30 minute phone call walk-through of AccelTrax online documentation software with the Human Resource Manager
- 53.3.7. Recreational Therapists will be provided with:
 - 53.3.7.1. Letter of Employment
 - 53.3.7.2. Business Cards
 - 53.3.7.3. Email Address
 - 53.3.7.4. AccelTrax online software username and password
 - 53.3.7.5. Division of Disability and Rehabilitative Supports (DDRS) Portal online access for cloud-storage of documentation
 - 53.3.7.6. Assessment Copies
 - 53.3.7.7. Assessment and activity tote
 - 53.3.7.8. Professional headshot photograph to be uploaded to the Recreational Therapists personal LinkedIn profile, which lists the occupation with Assisted Independence, LLC.

53.4. **Job Duties**

- 53.4.1. All Recreational Therapist staff must abide by the Policies and Procedures of Assisted Independence, LLC.
- 53.4.2. All Recreational Therapist staff must adhere to the rules and regulations set forth in Indiana Administrative Code (IAC) 460-6.
- 53.4.3. All Recreational Therapist staff must adhere to the rules and regulations set forth by the Division of Disability and Rehabilitative Supports (DDRS), Bureau of Developmental Disabilities Supports (BDDS), and the Bureau of Quality Improvement Supports (BQIS).
- 53.4.4. All Recreational Therapist staff must abide by the requirements set forth by the Council of Quality and Leadership (CQL), our accrediting body
- 53.4.5. All Recreational Therapist staff shall be eligible to provide the following supports:
 - 53.4.5.1. Recreational Therapy
 - 53.4.5.2. Transportation
- 53.4.6. All Recreational Therapist staff must assist the individual to which is being supported with one of the following:

- 53.4.6.1. Self-care
 - 53.4.6.2. Self-direction
 - 53.4.6.3. Expressive or receptive language
 - 53.4.6.4. Ambulation or mobility
 - 53.4.6.5. Activities of Daily Living (ADL's)
 - 53.4.6.6. Learning
 - 53.4.6.7. Independent Living
 - 53.4.6.8. Economic Self-Sufficiency
 - 53.4.6.9. Physical Activity
 - 53.4.6.10. Community Participation
- 53.4.7. All Recreational Therapist staff will assist a Medicaid recipient or Medicaid recipients already determined that meet at least one of the following criteria set forth by the Division of Disability and Rehabilitative Supports (DDRS):
- 53.4.7.1. SSI (MASI)
 - 53.4.7.2. Aged (MA A)
 - 53.4.7.3. Blind (MA B)
 - 53.4.7.4. Disabled (MA D)
 - 53.4.7.5. MED Works (MADW, MADI)
 - 53.4.7.6. Low-income Caretakers (MAGF)
 - 53.4.7.7. Foster Care (MA 15)
 - 53.4.7.8. Foster Care Independence (MA14)
 - 53.4.7.9. Children under Age 1 (MA Y)
 - 53.4.7.10. Children Age 1-5 (MA Z)
 - 53.4.7.11. Children Age 1-18 (MA 2, MA 9)
 - 53.4.7.12. Transitional Medical Assistance (MA F)
 - 53.4.7.13. IV-E FC Foster Care children (MA 4)
 - 53.4.7.14. Children in the Adoption Assistance Program (MA 8)
- 53.4.8. Scheduling
- 53.4.8.1. All Recreational Therapist staff will be responsible for scheduling times to provide supports with the individual receiving supports, the individuals parent and/or guardians, and/or other team members by scheduling in-person, through the phone, via email, or the preferred method of communication by the individual supported.
 - 53.4.8.2. Recreational Therapist staff must inform the Director of Recreational Therapy of dates when and when not available to provide supports.
 - 53.4.8.3. All Recreational Therapist staff may not cancel a scheduled work time without permission from the Director of Recreational Therapy, unless the individual supported cancels the scheduled time. Based on the discretion of the Corporate Compliance Officer (CCO), all Recreational Therapist staff must submit supporting documentation (doctor's notes, Certificate of Death, etc.) for missed work.

- 53.4.8.4. All Recreational Therapist planning to discontinue employment with Assisted Independence, LLC. shall provide the Director of Recreational Therapy written notice six-weeks prior to the last day of employment. Recreational Therapist are recommended to continue employment until the replacement Recreational Therapist is permitted to provide Recreational Therapy supports.
- 53.4.8.5. Meet and Greet: Recreational Therapists are permitted to meet the individual seeking recreational therapy supports for 30 minutes prior to being approved to provide recreational therapy supports to the individual. The purpose of the Meet and Greet is to allow the individual and/or family to determine if the recreational therapist will be a good fit.
- 53.4.9. Prior to providing recreational therapy supports to an individual, the following is required:
 - 53.4.9.1. Notice of Action (NOA) providing the amount of time the individual is eligible for recreational therapy within the current timeframe. Recreational Therapist must fulfill 90% of the total units listed on the Notice of Action (NOA) within the given timeframe.
 - 53.4.9.1.1. In the event the Notice of Action (NOA) is not present, the individual seeking recreational therapy supports must contact their Case Manager, requesting recreational therapy supports to be added to their Notice of Action (NOA). The recreational therapist will need to inform the individual to contact their case manager.
 - 53.4.9.2. Person-Centered Individualized Support Plan (PCISP)
- 53.4.10. All Recreational Therapist staff will complete the following:
 - 53.4.10.1. Assessment conducted initially and once annually.
 - 53.4.10.1.1. Completion of an Individual Intake Form for each person supported in recreational therapy that has NOT previously received supports from Assisted Independence. The Individual Intake form is due upon completion of the first meeting the individual and/or their family.
 - 53.4.10.1.2. Completion of a Functional Assessment of Characteristics for Therapeutic Recreation-Revised (FACTR-R) Assessment for all individuals supported over the age of 10 years-old. The assessment is to be completed within thirty (30) days of the first initial session. Upon completion of the assessment, the scoring sheet must be uploaded (via scanner or photograph converted into PDF format) to the Division of Disability and Rehabilitative Supports (DDRS) Portal online at <https://cmportal.fssa.in.gov/DDRSCMS/Account/login?returnUrl=%2fDDRSCMS%2f>
 - 53.4.10.1.2.1. The Functional Assessment of Characteristics for Therapeutic Recreation-Revised (FACTR-R) Assessment

cannot be printed and/or copied without consent Idyll Arbor, Inc. Each Recreational Therapist will be provided with blank assessments from the Director of Recreational Therapy.

53.4.10.1.3. Completion of the General Recreational Screening Tool (GRST) Assessment for any individual supported under the age of 10 years old. The assessment is to be completed within thirty (30) days of the first initial session. Upon completion of the assessment, the scoring sheet must be uploaded (via scanner or photograph converted into PDF format) to the Division of Disability and Rehabilitative Supports (DDRS) Portal online at <https://cmportal.fssa.in.gov/DDRSCMS/Account/login?returnUrl=%2fDDRSCMS%2f>

53.4.10.1.3.1. The General Recreational Screening Tool (GRST) Assessment cannot be printed and/or copied without consent Idyll Arbor, Inc. Each Recreational Therapist will be provided with blank assessments from the Director of Recreational Therapy.

53.4.10.1.4. Rights Assessment

53.4.10.1.4.1. To be completed for anyone over the age of 16 years.

53.4.10.1.4.2. To only be completed after the Recreational Therapist has provided supports to the individual for a minimum of 6 months.

53.4.10.1.4.3. To be completed once annually after the initial assessment.

53.4.10.1.4.4. The Recreational Therapist, or the individual supported, must report any alleged rights violations immediately following the conduction of the Rights Assessment.

53.4.10.1.4.5. The completed Rights Assessment must be uploaded to the Bureau of Developmental Disabilities Services (BDDS) online portal.

53.4.10.1.5. Mini Mental State-Examination (MMSE) – Optional

53.4.10.2. Planning

53.4.10.2.1. Development of a Treatment Plan within fourteen (14) days after the completion of the Assessment, using the Assisted Independence, LLC. treatment plan template, including:

53.4.10.2.1.1. An assessment write-up, including scores

53.4.10.2.1.2. Priority needs of the individual

53.4.10.2.1.3. Measurable goals and objectives containing content, condition, and criterion

53.4.10.2.1.4. Recommended treatment modalities and activities

- 53.4.10.2.1.5. Two evidence-based peer reviewed journals or meta-analysis citing why the course of treatment is proven to be effective
- 53.4.10.2.1.6. Signature and credentials of the Recreational Therapist
- 53.4.10.2.2. The treatment plan must be updated once annually, including new assessment scores
- 53.4.10.2.3. The treatment plan must be saved as both a Microsoft Word and PDF document with the file name “First4ofLastNameFirst3ofFirstName Tx. Plan DD/MM/YEAR” (Example: John Smith = SmitJoh Tx. Plan 01/01/2020)
- 53.4.10.3. Implementation
 - 53.4.10.3.1. Organizing and directing home and/or community-based activities for the individual supported. These activities may include adaptive sports, dramatics, arts and crafts, social activities, volunteer opportunities, and other recreational supports designed to restore, remediate, or rehabilitate
 - 53.4.10.3.2. Transporting individuals supported to community locations, including, but not limited to, gymnasiums, parks, athletic facilities, outdoors, museums, sporting events, children’s playhouses, community centers, amusement parks, sightseeing locations, monuments, educational facilities, or any potential place or resources where recreational therapy can be conducted.
 - 53.4.10.3.3. All Recreational Therapist staff are required to provide one-on-one supports to the individuals. Group sessions may occur when the ratio of persons supported to Recreational Therapist are 1:1.
- 53.4.10.4. Evaluation
 - 53.4.10.4.1. After each session conducted, the Recreational Therapists are to document the session using narrative notes online at <https://assistedind.accelcon.com/AccelTrax/Login>
 - 53.4.10.4.1.1. For every 45 minutes of recreational therapy support provided, the Recreational Therapist has 15 minutes to complete necessary documentation (notetaking, assessments, treatment plans, etc.)
 - 53.4.10.4.1.2. Medical abbreviations and terminology are not required for narrative notetaking
 - 53.4.10.4.1.3. The individuals name may be spelled while completing documentation
 - 53.4.10.4.2. Mandatory attendance of all quarterly meetings consisting of each person supported Individualized Support Team (IST). The quarterly meetings are set three months in advance. During the quarterly meeting, Recreational Therapists should document who

is in attendance, medication changes, changes in behavior, reports or recommendations from team members, reports about school as applicable, incident reports, home life, extracurricular activities, health status, education towards rights, or any other pertinent information to the holistic well-being of the individual supported.

53.4.10.4.2.1. Recreational Therapists may request an Individualized Support Team (IST) meeting in the event an incident has occurred to the individual supported, or as deemed necessary by the Recreational Therapist.

53.4.11. Scheduling

53.4.11.1. All Recreational Therapist staff will be responsible for scheduling times to provide supports with the individual receiving supports, the individuals parent and/or guardians, and/or other team members by scheduling in-person, through the phone, via email, or the preferred method of communication by the individual supported.

53.4.11.2. Recreational Therapist staff must inform the Director of Recreational Therapy of dates when and when not available to provide supports.

53.4.11.3. All Recreational Therapist staff may not cancel a scheduled work time without permission from the Director of Recreational Therapy, unless the individual supported cancels the scheduled time.

53.4.11.4. All Recreational Therapist staff must submit supporting documentation (doctor's notes, Certificate of Death, etc.) for missed work.

53.4.11.5. All Recreational Therapist planning to discontinue employment with Assisted Independence, LLC. shall provide the Director of Recreational Therapy written notice six-weeks prior to the last day of employment. Recreational Therapist are recommended to continue employment until the replacement Recreational Therapist is permitted to provide Recreational Therapy supports.

53.4.12. Activities Not Permissible

53.4.12.1. Payment for the cost of the recreational activities, registrations, memberships, or admission fees associated with the activities being planned, organized, or directed. The individual supported is required to pay for the cost of the recreational activities, registrations, memberships, or admission fees associated with the activities being planned, organized, or directed. Recreational Therapist should inform families in advance of potential costly activities. The course of treatment should consider the financial abilities of the individual supported. Under no circumstances, should a lack of financial ability prevent the individual from receiving recreational therapy supports. All expenses paid by the individual or the individual's parent(s) or guardian(s) should be approved by the individual or the individual's

parent(s) or guardian(s) prior to the transaction. Receipts must be requested from the vendor and given to the individual or the individuals parent(s) or guardian(s).

53.4.12.2. Any supports that are reimbursable through the Medicaid State Plan

53.4.12.3. Therapy supports furnished to the participant within the educational/school setting or as a component of the participant's school day

53.4.12.4. Solicitation to any potential individual receiving or seeking supports on behalf of any home and community-based support provider in the State of Indiana.

53.4.13. Incident Reporting

53.4.13.1. All Recreational Therapist staff are to submit an Incident Report through AccelTrax for any of the following incidents, or knowledge of any of the following incidents:

53.4.13.1.1. Alleged, suspected, or actual abuse, neglect, or exploitation occurs,

53.4.13.1.2. Anytime injury occurs,

53.4.13.1.3. Anytime death occurs,

53.4.13.1.4. Anytime structural or environmental problems threaten the health and safety of an individual

53.4.13.1.5. Anytime a fire occurs at the site of service delivery

53.4.13.1.6. Anytime a person goes away without telling somebody

53.4.13.1.7. Anytime alleged, suspected, or actual criminal activity by an employee of Assisted Independence occurs

53.4.13.1.8. Anytime a medication error occurs

53.4.13.1.9. Anytime a physical or mechanical restraint is used

53.4.13.1.10. Anytime a client has a fall

53.4.13.1.11. Any unusual incident that may affect the health, wellness, and functioning of a client

53.4.13.2. Incident Reports must include the following:

53.4.13.2.1. Employee first and last name

53.4.13.2.2. Client first and last name

53.4.13.2.3. Date in MM/DD/YEAR format

53.4.13.2.4. Time the incident began in 00:00AM format

53.4.13.2.5. Time the incident end in 00:00AM format

53.4.13.2.6. Description of the events immediately before, during, and following the event

53.4.13.2.7. All individuals involved in the event

53.4.13.2.8. Description of response to the event

53.4.13.3. Incident Reports are to be submitted to the Assisted Independence office within 24 hours of the incident occurring.

53.4.13.4. All Recreational Therapist staff must notify the Director of Recreational Therapy immediately following the incident, or immediately after receiving knowledge of the incident.

53.4.14. Recreational Therapist Review

53.4.14.1. Recreational Therapists must meet for one hour with the Director of Recreational Therapy after:

- 53.4.14.1.1. 30 days employment
- 53.4.14.1.2. 90 days employment
- 53.4.14.1.3. 180 days employment
- 53.4.14.1.4. One-year employment, including a training
- 53.4.14.1.5. Annually following one year of employment, including a training

53.4.14.2. The Recreational Therapists will have the opportunity to provide feedback about:

- 53.4.14.2.1. Scheduling
- 53.4.14.2.2. Caseloads
- 53.4.14.2.3. Supplies / Equipment / Resources
- 53.4.14.2.4. Job satisfaction
- 53.4.14.2.5. Input for ways to improve the Recreational Therapy department
- 53.4.14.2.6. Complaint / Grievance filing anonymously or not anonymously

53.4.14.3. The Recreational Therapist will complete an employee evaluation with the Director of Recreational Therapy, including, but not limited to:

- 53.4.14.3.1. Results from the Annual Survey Individual Satisfaction
- 53.4.14.3.2. Results from any complaints or investigations
- 53.4.14.3.3. Competency, including progress toward earning Continuing Education Units (CEU's)
- 53.4.14.3.4. Assessment Scoring
- 53.4.14.3.5. Treatment Plan Writings
- 53.4.14.3.6. Any other pertinent documentations
- 53.4.14.3.7. Professional Behavior
- 53.4.14.3.8. Organizational Participation
- 53.4.14.3.9. Supporting Good Health
- 53.4.14.3.10. Strengths
- 53.4.14.3.11. Areas for Improvement
- 53.4.14.3.12. Safety
- 53.4.14.3.13. Plan for Employee Development

53.5. **Ongoing Recruitment**

53.5.1. All Recreational Therapists are expected to represent and speak about Assisted Independence, LLC. in a positive manner. Recreational Therapists are encouraged to aid in the recruitment and retention of employment at Assisted Independence, LLC.

(Revised on: 03/13/2023, Nathan Red, President, and Denisa Nielsen, Director of Recreational Therapy)

54. Recreational Therapy Intern Position Description

- 54.1. The conditions that must be met to properly classify a worker as an unpaid intern, according to the U.S. Department of Labor, are as follows:
- 54.1.1. The training the intern receives is similar to what one learns in a vocational school or academic institution;
 - 54.1.2. The training is for the benefit of the intern;
 - 54.1.3. The intern does not displace regular employees, rather the intern works under their close supervision;
 - 54.1.4. The employer derives no immediate advantage from the work of the intern and on occasion business operations may actually be impeded;
 - 54.1.5. The intern is not promised a job at the end of the training; and
 - 54.1.6. The employer and intern both understand the intern is not entitled to wages for the training period.

54.2. Prequalification

54.2.1. All Recreational Therapy Interns must submit to Assisted Independence proof of the following prior to internship and prior to the expiration of any document:

- 54.2.1.1. Application via website at www.assistedindependence.care/careers
- 54.2.1.2. High School Diploma or equivalent
- 54.2.1.3. Cardiopulmonary Resuscitation (CPR) certification
- 54.2.1.4. First Aid Certification
- 54.2.1.5. Negative Tuberculin Skin Test
- 54.2.1.6. Proof of Professional Liability Insurance
- 54.2.1.7. 18 credit hours earned in collegiate study of therapeutic recreation
- 54.2.1.8. Additionally, Recreational Therapy Interns must meet the following criteria prior to internship.

- 54.2.1.8.1. Free of Felony Convictions
- 54.2.1.8.2. Inspector General's Exclusion from Federally Funded Healthcare Organization

54.2.2. All Recreational Therapy Interns assisting in supports for individuals shall meet the following requirements:

- 54.2.2.1.1. Be at least eighteen (18) years of age.
- 54.2.2.1.2. Demonstrate an interest in and empathy for individuals
- 54.2.2.1.3. Demonstrate the ability to communicate adequately in order to:
 - 54.2.2.1.3.1. complete required forms and reports of visits; and follow oral or written instructions.
 - 54.2.2.1.3.2. Demonstrate the ability to provide supports according to the individual's PCISP (Person-Centered Individualized Support Plan).
 - 54.2.2.1.3.3. Demonstrate willingness to accept supervision.

- 54.2.3. Recreational Therapy applicants will be selected by the Director of Recreational Therapy based on the following criteria:
 - 54.2.3.1. Assisted Independence Recreational Therapists availability to have intern
 - 54.2.3.2. Logistics
 - 54.2.3.3. Referral(s)
 - 54.2.3.4. Opportunity, or perceived opportunity, for permanent hire following internship
 - 54.2.3.5. Interview(s) of applicant
- 54.2.4. Recreational Therapy Intern staff must complete the following forms after receiving an offer internship, but prior to assisting providing service to an individual:
 - 54.2.4.1. Indiana Form I-9, accompanied by a second form of I.D. such as a U.S. Passport or Passport Card, Voter Registration card, U.S. Military card or draft record, Military dependent's ID card, School card with a photograph or any other forms listed on the I-9 document.
- 54.2.5. Recreational Therapy Interns must complete the following trainings prior to assisting in supports to an individual:
 - 54.2.5.1. Respecting the Dignity of an Individual
 - 54.2.5.2. Providing a Healthy and Safe Environment
 - 54.2.5.3. Protecting an Individual from Abuse, Neglect, and Exploitation
 - 54.2.5.4. Person Centered Planning
 - 54.2.5.5. Incident Reporting
 - 54.2.5.6. Individual Specific Interventions
 - 54.2.5.7. Health and Wellness
 - 54.2.5.8. Selecting Specific Objectives
 - 54.2.5.9. Communication
 - 54.2.5.10. Diversity
 - 54.2.5.11. Medication Administration CORE A (as applicable)
 - 54.2.5.12. Behavior Support Plan (BSP) Training (As applicable)
 - 54.2.5.13. In-Service trainings semi-annually (not required to attend in-service trainings prior to employment, but required after the first day of employment)
- 54.3. Position Duties
 - 54.3.1. All Recreational Therapy Intern staff must adhere to the rules and regulations set forth in Indiana Administrative Code (IAC) 460-6.
 - 54.3.2. All Recreational Therapy Intern staff must adhere to the rules and regulations set forth by the Division of Disability and Rehabilitative Supports (DDRS), Bureau of Developmental Disabilities Supports (BDDS), and the Bureau of Quality Improvement Supports (BQIS).
 - 54.3.3. All Recreational Therapy Intern staff must abide by the requirements set forth by the Council of Quality and Leadership (CQL) Employment and Community Standards.

- 54.3.4. All Recreational Therapy Intern staff must assist the individual to which is being provided supports with one of the following:
 - 54.3.4.1. Self-care
 - 54.3.4.2. Self-direction
 - 54.3.4.3. Expressive or receptive language
 - 54.3.4.4. Ambulation or mobility
 - 54.3.4.5. Activities of Daily Living (ADL's)
 - 54.3.4.6. Learning
 - 54.3.4.7. Independent Living
 - 54.3.4.8. Economic Self-Sufficiency
 - 54.3.4.9. Physical Activity
 - 54.3.4.10. Community Participation
- 54.4. Attendance Policy
 - 54.4.1. Internships will be a minimum of 14 consecutive weeks, and a minimum of 20 hours per week.
 - 54.4.2. Assisted Independence, LLC recognizes the situational nature of the Employee Attendance Policy and will additionally determine the validity of certain situations that would disrupt an employee's schedule, such as:
 - 54.4.2.1. Health Conditions: Assisted Independence, LLC is committed to the continuing health and safety of the individuals served. In the event an employee who is scheduled falls ill with a potentially transferrable illness the office is to be notified as soon as possible, preferably with a twenty-four (24) hour advance. Honesty and integrity will be expected of all employees when dealing with this matter. The Corporate Compliance Officer (CCO) can deliberate with the President on specific situations.
 - 54.4.2.2. Transportation: Assisted Independence, LLC will provide alternative measures as necessary, such as renting/borrowing vehicles or taxi supports.
 - 54.4.2.3. Family Matters: Death, severe injury/illness of a family member requiring immediate attention.
 - 54.4.2.4. Cancellations: A change in plans made by an individual receiving service.

55. File Clerk

- 55.1. The File Clerk is a vital member of our administrative team, reporting directly to the President, Director of Direct Supports, and Director of Recreational Therapy. In this position, communication with the President, Director of Direct Supports, and Director of Recreational Therapy.
- 55.2. The President, Director of Direct Supports, and Director of Recreational Therapy, and the File Clerk will be in constant communication managing business procedures that will require a continuous, coordinated effort.
- 55.3. Benefits
 - 55.3.1. The following benefits are available to eligible full-time File Clerk General staff:
 - 55.3.1.1. Paid hourly wages.

- 55.3.1.2. Flexible work schedules
- 55.3.1.3. Two weeks' paid vacation
- 55.3.1.4. Opportunities for promotion
- 55.4. Qualifications
 - 55.4.1. Ability to effectively use a computer to complete required documentation and the ability to learn more intensive systems.
 - 55.4.2. Proficient in Microsoft Office programs.
 - 55.4.3. Has the functional and technical knowledge and skills to do the job at a high level of accomplishment.
 - 55.4.4. Ability to write clearly in a variety of communication settings and styles.
 - 55.4.5. Basic language, written and computer skills necessary for communication and documentation.
- 55.5. Prequalification
 - 55.5.1. All File Clerk staff must submit to Assisted Independence proof of the following prior to employment and prior to the expiration of any document:
 - 55.5.1.1. Application
 - 55.5.1.2. Resume
 - 55.5.1.3. High School degree or equivalent experience
 - 55.5.2. Additionally, File Clerk staff must meet the following criteria prior to employment.
 - 55.5.2.1. Free of Felony Convictions
 - 55.5.2.2. Inspector General's Exclusion from Federally Funded Healthcare Organization
 - 55.5.3. File Clerk staff must complete the following forms after receiving an offer of employment, but prior to providing service to an individual:
 - 55.5.3.1. Indiana Form I-9
 - 55.5.3.2. Indiana Form W4
 - 55.5.3.3. Indiana Form WH-4
 - 55.5.3.4. Employee Authorization of Direct Deposit
- 55.6. Scheduling
 - 55.6.1. File Clerk staff will be responsible for reporting to work on-time at the Assisted Independence LLC. office a minimum 20 hours per week.
 - 55.6.2. File Clerk staff must inform the Assisted Independence office and administration of dates when and when not available to provide supports.
 - 55.6.3. File Clerk staff may not cancel a scheduled work time without permission from Assisted Independence administration.
 - 55.6.4. File Clerk staff must submit supporting documentation (doctor's notes, Certificate of Death, etc.) for missed work.
- 55.7. Job Duties
 - 55.7.1. All File Clerk staff must adhere to the rules and regulations set forth in Indiana Administrative Code (IAC) 460-6.
 - 55.7.2. All File Clerk staff must adhere to the rules and regulations set forth by the Division of Disability and Rehabilitative Services (DDRS), Bureau of Developmental Disabilities Services (BDDS), and the Bureau of Quality Improvement Services (BQIS).

- 55.7.3. All File Clerk staff must abide by the requirements set forth by the Council of Quality and Leadership (CQL).
- 55.7.4. All File Clerk staff must abide by the requirements set forth by the Council on Quality and Leadership (CQL) Basic Assurances
- 55.7.5. File Clerks staff must keep the following updated documents printed and/or scanned:
 - 55.7.5.1. Indiana Medicaid Remittance Advice from the Indiana Healthcare Coverage Program (IHCP) online portal following any payment received.
 - 55.7.5.2. Paystubs, payroll journals, W2's, 941's, 940's, UC-1's, WH-1's, WH-1's from Paychex Flex online
 - 55.7.5.3. Employment files, including, Driver's Licenses, Vehicle Registrations, Automobile Insurances, Applications, Resumes, Cardiopulmonary Resuscitation (CPR) Certifications, First Aid Certifications, Background Checks, Tuberculin Skin Test, Free of Felony Convictions, Inspector General's Exclusion from Federally Funded Healthcare Organization, Indiana Form I-9, Indiana Form W4, Indiana Form WH-4, Employee Authorization of Direct Deposit, Letters of Employment, Mileage Reimbursement Requests, Hepatitis B Consent / Declination Form, Bloodborne Pathogens Employee Training and Acknowledgement Form, Personal Protective Equipment (PPE) / Hand Hygiene Training Acknowledgement Form, Medication Side Effects / Reporting Adverse Reactions Training and Acknowledgement Form, Respecting the Dignity of an Individual, Providing a Healthy and Safe Environment, Protecting an Individual from Abuse, Neglect, and Exploitation, Person Centered Planning, Incident Reporting, Individual Specific Interventions, Health and Wellness, Selecting Specific Objectives, Communication, Diversity, Medication Administration CORE A (as applicable), Behavior Support Plan (BSP) Training (As applicable)
 - 55.7.5.4. Individual specific documents, including, but not limited to: HIPPA Releases, Photos, Notice of Actions (NOA), Person-Centered Individualized Support Plans (PCISP's), Quarterly Reports, Risk Plans, Incident Reports, Behavior Support Plans (BSP's), Progress Notes, Recreational Therapy Treatment Plans, Recreational Therapy Assessments, Recreational Therapy Notes, or any medical or treatments documents pertaining to the care of an individual we supports, while also filing or compiling documents into individual specific files.
 - 55.7.5.5. Emergency Contact Lists, Individual Intake Forms, In-Service Competency Exams, Notice of Privacy Practices, and any document required for the functioning of Assisted Independence LLC.
 - 55.7.5.6. Download and save all Notice of Actions (NOA's) or state sent messages and/or certified mail from the Indiana Office of Technology on a weekly basis.
 - 55.7.5.7. Standing and greeting of any and all patrons entering the office of Assisted Independence LLC.

- 55.7.5.8. After receiving documentation from Direct Support Professional (DSP) staff, upload and/ or download all updated individual specific information and/or documents to the Bureau of Developmental Disabilities Supports (BDDS) online portal on a monthly basis.
- 55.7.5.9. Assist with the reconciliation of funds not received by comparing the Accounts Received to the Accounts Receivable Microsoft Excel documents by viewing the Remittance Advice on the Indiana Healthcare Coverage Program (IHP) online portal.
- 55.7.5.10. Upon receiving phone calls, answer questions, or direct the call to the appropriate person within Assisted Independence LLC.
- 55.7.5.11. Review and inform Direct Support Professional (DSP) employees of the status of their compliance, including when a needed document, such as CPR certification, will expire, or when Progress Notes are due.
 - 55.7.5.11.1. Refer all non-compliance issues to the Corporate Compliance Officer (CCO).
- 55.7.5.12. Assist in the purchasing of supplies in-store and/or online with Assisted Independence LLC. funds with the approval of the President of Assisted Independence LLC.
- 55.7.5.13. Check the Assisted Independence LLC. Post Office box located at P.O. Box 1683, Columbus, IN 47202 on a regular basis.
- 55.7.5.14. Assist with the orientation trainings of Direct Support Professional (DSP) staff when instructed by the President of Assisted Independence LLC.
- 55.7.5.15. Assist in any special projects assigned by the President of Assisted Independence LLC.
- 55.7.6. Assists the President with the implementation of the organization's strategic plan as well as program and facility expansion.
- 55.7.7. Provides direct oversight of organizational development, to ensure effective supports are administered and provided to the target population and the surrounding community.
- 55.7.8. Participates in establishment and implementation of organizational policies and procedures, interprets policies, objectives and operational procedures.
- 55.7.9. Engage in respectful communication, treats individuals with dignity and honors individual rights.
- 55.7.10. Uses person-first or preferred language when appropriate.
- 55.7.11. Always maintains confidentiality and support privacy.
- 55.7.12. Ability to effectively present information to top management.
- 55.7.13. Ability to read, speak, and understand the English language.
 - Reports to work on a regular and timely basis.
- 55.7.14. Competent in Microsoft Windows and Microsoft Office software products required.
- 55.7.15. Ability to establish and maintain effective working relationships with all constituencies, including individuals supported, employees, regulatory agencies, and the community at large.

- 55.7.16. Exceptional communication skills, including oral, written, and presentation skills.
- 55.7.17. Exceptional decision making and problem-solving skills.
- 55.8. Must have excellent interpersonal skills, critical thinking skills, excellent communication skills, a track record of engaging others, the capacity to function independently, and the ability to handle stressful situations.
- 56. First Aid / Cardiopulmonary Resuscitation/ AED (CPR) Instructor**
 - 56.1.1. The nature of the job of a First Aid / Cardiopulmonary Resuscitation (CPR) /AED Instructor is to provide trainings to Direct Support Professional (DSP) or Recreational Therapy staff to ensure the individuals training become certified in First Aid / Cardiopulmonary Resuscitation (CPR)
 - 56.1.2. Benefits
 - 56.1.2.1. The following benefits are available to eligible full-time First Aid / Cardiopulmonary Resuscitation (CPR) Instructor staff:
 - 56.1.2.1.1. Paid hourly wages.
 - 56.1.2.1.2. Flexible work schedules
 - 56.1.3. Prequalification
 - 56.1.3.1. First Aid / Cardiopulmonary Resuscitation (CPR)/ AED Instructor staff must submit to Assisted Independence proof of the following prior to employment and prior to the expiration of any document:
 - 56.1.3.1.1. Application
 - 56.1.3.1.2. Resume
 - 56.1.3.1.3. High School Diploma or equivalent
 - 56.1.3.1.4. Cardiopulmonary Resuscitation (CPR) certification
 - 56.1.3.1.5. First Aid certification
 - 56.1.3.1.6. Adult and Pediatric First Aid / Cardiopulmonary Resuscitation (CPR) / Automatic External Defibrillator (AED) Instructor certification
 - 56.1.3.2. Additionally, Adult and Pediatric First Aid / Cardiopulmonary Resuscitation (CPR) Instructor must meet the following criteria prior to employment.
 - 56.1.3.2.1. Free of Felony Convictions
 - 56.1.3.2.2. Inspector General’s Exclusion from Federally Funded Healthcare Organization
 - 56.1.3.3. Adult and Pediatric First Aid / Cardiopulmonary Resuscitation (CPR) / AED Instructor staff must complete the following forms after receiving an offer of employment, but prior to providing service to an individual:
 - 56.1.3.3.1. Indiana Form I-9
 - 56.1.3.3.2. Indiana Form W4
 - 56.1.3.3.3. Indiana Form WH-4
 - 56.1.3.3.4. Employee Authorization of Direct Deposit
 - 56.1.3.3.5. Hepatitis B Consent / Declination Form
 - 56.1.4. Scheduling
 - 56.1.4.1. First Aid / Cardiopulmonary Resuscitation (CPR) / AED Instructor staff will be responsible for scheduling times to provide classes to

Direct Support Professional (DSP) staff, as well as Recreational Therapists, at least once monthly.

- 56.1.4.2. First Aid / Cardiopulmonary Resuscitation (CPR) /AED Instructor are responsible to obtaining and scheduling a venue to host the classes.
- 56.1.4.3. First Aid / Cardiopulmonary Resuscitation (CPR) /AED Instructor staff must inform the Assisted Independence office and administration of dates when and when not available to provide supports.
- 56.1.4.4. First Aid / Cardiopulmonary Resuscitation (CPR) /AED Instructor staff may not cancel a scheduled work time without permission from Assisted Independence administration.
- 56.1.4.5. First Aid / Cardiopulmonary Resuscitation (CPR) AED Instructor staff must submit supporting documentation (doctor's notes, Certificate of Death, etc.) for missed work.
- 56.1.4.6. Schedule Continued Education to maintain certifications a minimum of once every two years.
- 56.1.5. Maintenance of Supplies
 - 56.1.5.1. First Aid / Cardiopulmonary Resuscitation (CPR) Instructor is responsible to the treatment, maintenance, cleanliness, and functionality of the four Laerdal Little Anne Quality CPR manikins, including, but not limited to:
 - 56.1.5.1.1. Ensuring the company's name is written permanently on the back of the CPR manikins.
 - 56.1.5.1.2. Complete inventory of all supplies immediately before and immediately following instructional courses/classes.
 - 56.1.5.1.3. Replacing the AA batteries with company funds
 - 56.1.5.1.4. Cleaning the manikins
 - 56.1.5.1.5. Ensuring the compliance with American Red Cross and American Heart Association regarding the use of the manikins for trainings.
 - 56.1.5.1.6. Ensuring the four manikins, four floor mats, four Little Anne CPR laerdal shirts, additional lung bags, disposable gloves, additional airways, manikin wipes, gauze pads, roller gauzes, Practi-Trainer Universal AED Training, CPR barriers, and any other equipment or supplies necessary to conduct the course are kept inside the grey Laerdal Little Anne Quality CPR bag when not in use.

57. The Corporate Compliance Officer

- 57.1. The Corporate Compliance Officer (CCO) is a crucial member of our management team, reporting directly to the President. In this position, communication with the President and others is critical.
- 57.2. The President and Corporate Compliance Officer (CCO) will be managing diverse business operations that will require a continuous, coordinated effort.
- 57.3. Under corporate compliance systems, organization develop and implement processes to assess compliance issues, take corrective measures, and continually monitor compliance in all areas including administration and service provision.

57.4. Responsibilities

- 57.4.1. Accept designation from the president to serve as the corporate compliance officer.
- 57.4.2. The corporate compliance officer will monitor matters pertaining to corporate compliance, conduct corporate compliance risk assessments, and report on matters pertaining to corporate compliance.
- 57.4.3. The Corporate Compliance Officer (CCO) will train Direct Support and Recreational Therapy staff on the role of the Corporate Compliance Officer (CCO) and the organizations and procedures for allegations of fraud, waste, abuse, and other wrongdoing.
- 57.4.4. The Corporate Compliance Officer (CCO) will implement a policy on corporate compliance that has been adopted by the organizations' leadership.
- 57.4.5. The Corporate Compliance Officer (CCO) will implement written procedures that address exclusion of individuals and entities from federally funded healthcare programs.
- 57.4.6. The Corporate Compliance Officer (CCO) will conduct internal auditing activities at his own discretion.
- 57.4.7. The Corporate Compliance Officer (CCO) will compare all Accounts Receivable/Accounts Received document with copies of all "Progress Notes" and "RETH Notes", verifying that the units billed are equal to the units submitted by our employees. This will be recorded monthly on the "Accountability for Receiving Funds" document.
- 57.4.8. Assists the President with the implementation of the organization's strategic plan as well as program and facility expansion.
- 57.4.9. The Corporate Compliance Officer (CCO) may perform compliance related activities or monitor activities delegated to other personnel.
- 57.4.10. Provides direct oversight of organizational development, to ensure effective supports are administered and provided to the target population and the surrounding community.
- 57.4.11. Participates in establishment and implementation of organizational policies and procedures, interprets policies, objectives and operational procedures.
- 57.4.12. Participates in the recruitment and retention of professional and non-professional staff.
- 57.4.13. Provides leadership and direction when resolving staff and patient-related issues, facility utilization, and equipment and supply chain management.
- 57.4.14. Provides leadership and direction in evaluating performance, recommending increases, as well as promotion and disciplinary actions.
- 57.4.15. Analyzes and recommends changes in organizational systems, policies, and procedures, and provides oversight for consistent implementation.

- 57.4.16. Partners with Council of Quality and Leadership (CQL), ensuring compliance with all state and federal regulations; coordinates on-site audits, prepare for audits, and drafts responses.
- 57.4.17. Prepares reports, answers correspondence; compiles and analyzes statistics.
- 57.5. Qualifications
 - 57.5.1. The Corporate Compliance Officer (CCO) needs experience in an appropriate related field, or the equivalent in closely-related work experience in healthcare. Minimum four years progressively responsible experience in Health Care required. Previous Corporate Compliance Officer (CCO) experience preferred, but not absolute.
- 57.6. Essential Job functions
 - 57.6.1. Ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community.
 - 57.6.2. Ability to effectively present information to top management.
 - 57.6.3. Ability to read, speak, and understand the English language. Reports to work on a regular and timely basis sometimes working long hours to accomplish necessary work.
 - 57.6.4. Knowledge of organization policies, procedures, and systems required.
 - 57.6.5. Knowledge of fiscal and human resource management required.
 - 57.6.6. Competent in Microsoft Windows and Microsoft Office software products required.
 - 57.6.7. Ability to establish and maintain effective working relationships with all constituencies, including patients, employees, regulatory agencies, and the community at large.
 - 57.6.8. Exceptional communication skills, including oral, written, and presentation skills.
 - 57.6.9. Exceptional decision making and problem-solving skills.
 - 57.6.10. Must have excellent interpersonal skills, critical thinking skills, excellent communication skills, a track record of engaging others, the capacity to function independently, and the ability to handle stressful situations.
- 58. The Affirmative Action Officer**
 - 58.1. The Affirmative Action Officer is a vital role in our administration team, reporting directly to the President.
 - 58.2. Qualifications
 - 58.2.1. Successful experience in affirmative action and equal employment opportunity compliance
 - 58.2.2. Knowledge of regulatory statutes, guidelines, current court decisions, and directives relevant to AA/EEO
 - 58.2.3. Experience with compliance for Title IX and ADA

- 58.2.4. Proven ability to investigate and analyze complaints and alleged discrimination while maintaining objectivity and fairness and treating confidential matters responsibly
 - 58.2.5. Proven ability to maintain confidentiality
 - 58.2.6. Successful experience in developing and implementing training programs
 - 58.2.7. Demonstrated skills in verbal and written communication
 - 58.2.8. Demonstrated skills in interpersonal relations, working with diverse populations, analytical abilities, and research skills
 - 58.2.9. Demonstrated success in developing collaborative partnerships
 - 58.2.10. Creative problem solving, investigative, and mediation skills
 - 58.2.11. Ability to demonstrate a proven record of personal initiative and leadership
- 58.3. Essential job functions
- 58.3.1. The Affirmative Action Officer (AAO) is the responsible agent in the full implementation of the Affirmative Action Plan. The Affirmative Action Officer (AAO) will be responsible for conducting an annual summary of the staff employed by Assisted Independence, LLC.
 - 58.3.1.1. The summary shall include, but is not limited to:
 - 58.3.1.1.1. The number of male and female incumbents by ethnicity and professional category, e.g., Caucasian, African American, Hispanic, Native American, Disability, Officials/Administration, Professional, Paraprofessionals, Office Clerical, and Technicians.
 - 58.3.1.1.2. Wage rates for each job classification by the above groups. Any under-representation or underutilization of protected classes at all levels of the organization should be analyzed. Affirmative Action goals should be revised to reflect any significant changes in the staffing pattern.
 - 58.3.1.1.3. The Affirmative Action plan shall be reviewed, revised, and updated annually by the Affirmative Action Officer (AAO) to:
 - 58.3.1.1.4. Assess utilization of protected class employees. Protected class refers to ethnic minorities, females, Vietnam era veterans, persons with disabilities, and persons between the ages of 40 and 70.
 - 58.3.1.1.5. Ensure that a concerted effort is made to promote protected class individuals.
 - 58.3.1.1.6. Ensure in organizational units where the proportion of protected class employees approaches rather than equals their representation in the relevant work force, that special attention is given to the recruitment of the underrepresented group.
 - 58.3.1.1.7. Ensure, in organizational units where protected class individuals are underrepresented in top-level positions that special

attention is given to the promotion or recruitment of the underrepresented group to top-level positions.

58.3.1.1.8. Ensure that all human resources policies and practices incorporate Equal Employment Opportunity (EEO) / Affirmative Action (AA) guidelines.

58.3.2. The policy applies to all employment practices and actions. It includes, but is not limited to, recruitment, job application process, examination and testing, hiring, training, disciplinary actions, rate of pay or other compensation, advancement, classification, transfer, reassignment and promotions.

58.3.3. Conducts investigations of internal and external affirmative action, discrimination and sexual harassment complaints.

58.3.4. Drafts the findings and documentation on investigations and makes recommendations for necessary action.

59. Health and Safety Policy

59.1. Assisted Independence, LLC firmly believes in and is committed to ensuring that all operations are carried out in a way that ensures the safety, health and well-being of all staff members, individuals, families, and the public. Protection of staff members and our individuals receiving supports from injury or occupational disease is a major continuing objective. Assisted Independence, LLC is committed to continuing improvement toward an accident-free environment through effective administration, education and training. This program serves to provide guidance to all personnel on the safe work practices and procedures the agency expects its members to adhere to while out in the community and in the homes of the individuals we serve.

59.2. Assisted Independence, LLC's staff perform a wide range of functions in the homes of our individuals receiving supports, as well as, in the community. Although some safety rules apply only to specific positions, all members are expected to comply with the rules in this procedure:

59.2.1. Use common sense in performing duties.

59.2.2. Report all work injuries and illnesses immediately to a supervisor.

59.2.3. Report unsafe conditions to a supervisor.

59.2.4. Do not use any equipment, vehicles or materials when overly tired, nauseated, feverish or under the influence of any substance that may affect judgment.

59.2.5. Ensure seat belt safety while on company business in any vehicles.

59.2.6. Smoking is not permitted while on company business.

59.3. Assisted Independence, LLC will utilize a Safety Assessment in an individual's supported In-Take form. This assessment is to be used in the hopes of identifying any areas of concern that may require extra cautionary efforts and ensuring that general safety is accomplished within their home.

60. Health and Safety: Use of a Personal Vehicle

60.1. Vehicle operations are an integral part of our business. Assisted Independence, LLC recognizes that a staff member's vehicle is their personal property. The

agency also needs to ensure safety and consistency during transportation. All staff members must comply with federal, state, and local laws and policies and be “job-ready” when they are on agency business. “Job- ready” means employees must:

- 60.1.1. Be physically and mentally able to do their jobs, and
 - 60.1.2. Not use intoxicants, drugs, or medications that could impair their judgement or ability to drive.
- 60.2. The following rules shall apply to all business vehicle operations. Violations of this policy may result in revocation or restriction of employee authorization to drive a private vehicle on company business, reassignment, demotion, suspension or dismissal. Approval for transport of individual(s) in a personal vehicle is as follows.
- 60.3. Prerequisites for Personal Vehicle Use are as follows:
- 60.3.1. Staff members must have a current and valid driver’s license and a satisfactory driving record.
 - 60.3.2. The use of vehicle and mileage is authorized by the agency.
 - 60.3.3. The vehicle is owned by the employee. Vehicles not owned by the employee require agency authorization prior to usage.
 - 60.3.4. The vehicle is in good working order and meets legal requirements.
 - 60.3.5. The vehicle passes inspection completed by the supervisor using the Vehicle Safety Checklist Form.
 - 60.3.6. The vehicle meets safety requirements for individual transport.
 - 60.3.7. The vehicle is properly insured.
- 60.4. An employee who uses his/ her own vehicle to conduct business, on behalf of and at the request of the employer, shall receive an allowance of forty-seven cents per mile. A copy of the employee’s driver’s license; a safe driving record check completed at the time of hire; and any additional certificates, insurance, or licenses applicable to the individual’s position will be kept on file. Assisted Independence, LLC is authorized to have access to driving and insurance records and obligates all employees to notify the agency immediately of any driving violations, restrictions placed on his or her license, or changes/ renewals in insurance coverage.
- 60.5. Prior to Departure with Individuals:
- 60.5.1. Ensure that the vehicle is safe for transport by completing a daily written log at the beginning of each shift using the Vehicle Safety Log Checklist.
 - 60.5.2. Ensure the vehicle is equipped with an emergency first aid kit, the individual’s emergency information, and cell phone.
 - 60.5.3. Ensure insurance information is kept inside the vehicle and driver’s license on hand.
- 60.6. In the event of an emergency mechanical breakdown while staff are transporting in their own vehicle, staff are to:
- 60.6.1. Contact the individual’s family/guardians to see if they can arrange alternate transportation (i.e. agency vehicle); and

- 60.6.2. Inform your supervisor of the situation.
- 60.7. Should an Assisted Independence, LLC staff member experience any malfunction that would impair their ability to safely transport an individual or that would violate a prerequisite set by the Vehicle Safety Checklist Form, they are to inform the office so that alternative measures can be taken, such as borrowing/renting alternative vehicles or utilizing taxi supports.
- 60.8. If a staff member is found to be operating a vehicle that violates any of the required safety measures detailed in the Vehicle Safety Checklist Form, they may be contacted by the Corporate Compliance Officer (CCO) and disciplinary measures may be taken, such as;
 - 60.8.1. A verbal warning from the Corporate Compliance Officer (CCO) and documentation of the violation in the employee's file.
 - 60.8.2. If a second violation occurs, or the first violation is not properly addressed, the staff person will be required to meet with the Corporate Compliance Officer (CCO) to discuss the violation and determine the next course of action. An updated record of the incident will be placed in the employee's file and the Corporate Compliance Officer (CCO) may deliberate with the President of Assisted Independence, LLC on the next course of action, with a decision to be made and presented to the staff member within 5 business days.
 - 60.8.3. Termination may occur if the staff in question refuses to complete proper maintenance on any vehicle used for company business, at the discretion of the Corporate Compliance Officer (CCO) and President of Assisted Independence, LLC.

61. Personal Protective Equipment (PPE)

- 61.1. Personal Protective Equipment (PPE) is provided to our employees at no cost to them. Training in the use of the appropriate Personal Protective Equipment (PPE) for specific tasks or procedures is provided in initial and annual training on Occupational Safety and Health Association (OSHA) standards. Personal Protective Equipment (PPE) is in the Emergency and Personal Protective Equipment kit provided at training and may be obtained upon request. All employees using Personal Protective Equipment (PPE) must observe the following precautions:
 - 61.1.1.1. Wash hands immediately or as soon as possible after removing gloves and additional Personal Protective Equipment (PPE).
 - 61.1.1.2. Remove Personal Protective Equipment (PPE) after it becomes contaminated and before leaving the work area.
 - 61.1.1.3. Wear appropriate gloves when it is reasonably anticipated that there may be hand contact with blood or other potentially infectious materials (OPIM), and when handling or touching contaminated items or surfaces; replace gloves if torn, punctured or contaminated, or if their ability to function as a barrier is compromised.
 - 61.1.1.4. Never wash or decontaminate disposable gloves for reuse.

- 61.1.1.5. Wear appropriate face and eye protection when splashes, sprays, spatters, or droplets of blood or other potentially infectious materials (OPIM) pose a hazard to the eye, nose, or mouth.
- 61.1.1.6. Remove immediately or as soon as possible any garment contaminated by blood or other potentially infectious materials (OPIM), in such a way as to avoid contact with the outer surface.
- 61.2. Any employees in need of Personal Protective Equipment (PPE), such as gloves, gowns or mask can notify the office and will be provided of any necessary supplies.
- 61.3. Each employee will oversee keeping and maintaining an emergency kit when working with an individual. Each emergency kit will be kept on the employee and may be transported in employee personal vehicle. Emergency kits will be distributed to each Direct Support Professional (DSP) and any employee providing direct patient care.
- 61.4. These emergency kits will contain the following;
 - 61.4.1. Two (2) Johnson & Johnson Hand Cleansing Wipes
 - 61.4.2. Four (4) Johnson & Johnson Gauze Pads
 - 61.4.3. Two (2) Band-Aid Brand Flexible Fabric Adhesive Bandages (3/4 in)
 - 61.4.4. Four (4) Band-Aid Brand Flexible Fabric Adhesive Bandages (5/8 in)
 - 61.4.5. All contained in one (1) durable plastic case
- 61.5. Each employee will ensure at the beginning and end of each shift that the above items are present and accessible. If items are missing, not available, or were used the employee will contact the staff nurse or the Assisted Independence, LLC office to replace missing items immediately.

(Revised on: 02/13/2020, Noah Goble, Corporate Compliance Officer)

62. Employee Training on Personal Protective Equipment

- 62.1. All employees who have occupational exposure to bloodborne pathogens receive training conducted by a licensed staff nurse prior to providing supports and annually thereafter.
- 62.2. All employees who have occupational exposure to bloodborne pathogens receive training on the epidemiology, symptoms, and transmission of bloodborne pathogen diseases. In addition, the training program covers, at a minimum, the following elements:
 - 62.2.1. A copy and explanation of the standards
 - 62.2.2. An explanation of our Exposure Control Plan (ECP) and how to obtain a copy
 - 62.2.3. An explanation of methods to recognize tasks and other activities that may involve exposure to blood and other potentially infectious materials (OPIM), including what constitutes an exposure incident
 - 62.2.4. An explanation of the use and limitations of engineering controls, work practices, and Personal Protective Equipment (PPE)
 - 62.2.5. An explanation of the types, uses, location, removal, handling, decontamination, and disposal of Personal Protective Equipment (PPE)
 - 62.2.6. An explanation of the basis for PPE selection

- 62.2.7. Information on the hepatitis B vaccine, including information on its efficacy, safety, method of administration, the benefits of being vaccinated, and that the vaccine will be offered free of charge
 - 62.2.8. Information on the appropriate actions to take and persons to contact in an emergency involving blood or other potentially infectious materials (OPIM)
 - 62.2.9. An explanation of the procedure to follow if an exposure incident occurs, including the method of reporting the incident and the medical follow-up that will be made available
 - 62.2.10. Information on the post-exposure evaluation and follow-up that the employer is required to provide for the employee following an exposure incident
 - 62.2.11. An explanation of the signs and labels and/or color coding required by the standard and used while at work
 - 62.2.12. An opportunity for interactive questions and answers with the person conducting the training session
- 63. Universal Precautions, Personal Protective Equipment (PPE), and Hand Hygiene**
- 63.1. Employees will follow, be trained, understand and demonstrate Universal Precautions, Personal Protective Equipment, and Proper Hand Hygiene.
 - 63.2. Employees will be trained upon hire, annually and periodically in-home visit observation of the above.
- 64. Laundering**
- 64.1. Assistance with an individual's laundry will be provided to assist if necessary. All other laundry is the responsibility of the individual or caregiver.
 - 64.2. Handle contaminated laundry as little as possible, with minimal agitation.
 - 64.3. Place wet contaminated laundry in leak-proof, labeled or color-coded containers before transport. Use red bags or bags marked with biohazard symbol for this purpose.
 - 64.4. Employees are to notify either the staff nurse, Corporate Compliance Officer and/or the President if they discover regulated waste containers, refrigerators containing blood or other potentially infectious materials (OPIM), contaminated equipment, etc. without proper labels.
- 65. Exposure Control Plan (ECP)**
- 65.1. Assisted Independence, LLC is committed to providing a safe and healthy work environment for our entire staff and all individuals. The following exposure control plan (ECP) is provided to eliminate or minimize occupational exposure to bloodborne pathogens.
 - 65.2. Employees at risk for occupational exposure to blood or other potentially infectious materials (OPIM) are Recreational Therapists, Staff Nurse, and Direct Support Professionals (DSP).
 - 65.3. Implementation of various methods of exposure control include:
 - 65.3.1.1. Universal precautions
 - 65.3.1.2. Engineering and work practice controls
 - 65.3.1.3. Personal protective equipment
 - 65.3.1.4. Housekeeping
 - 65.3.1.5. Hepatitis B vaccination

- 65.3.1.6. Post-exposure evaluation and follow-up
- 65.3.1.7. Communication of hazards to employees and training
- 65.3.1.8. Recordkeeping
- 65.3.1.9. Procedures for evaluating circumstances surrounding an exposure incident
- 65.4. President will maintain, review, and update the Exposure Control Plan (ECP) at least annually, and whenever necessary to include new or modified tasks and procedures.
- 65.5. Employees are at risk for occupational exposure to blood or other potentially infectious materials (OPIM) must comply with the procedures and work practices outlined in this Exposure Control Plan (ECP).
- 65.6. Each employee will always maintain and keep Emergency Kit with himself or herself when with individuals as outlined above in the Emergency and Personal Protective Equipment (PPE) policy.
- 65.7. President will be responsible for ensuring that all medical actions required are performed and that appropriate employee health.
- 65.8. Employee training, documentation of training, and the written Exposure Control Plan (ECP) will be made available to employees.
- 65.9. The following is a list of all job classifications at our establishment in which all employees have occupational exposure, as well as part-time, temporary, contract and per diem employees are covered by the standard.
 - 65.9.1. President
 - 65.9.2. Direct Support Professionals (DSP)
 - 65.9.3. Director of Direct Supports
 - 65.9.4. Director of Recreational Therapy
 - 65.9.5. Recreational Therapists
 - 65.9.6. Nurse
 - 65.9.7. File Clerk

66. Methods of Implementation and Control

- 66.1. All employees will utilize universal precautions per training and the Exposure Control Plan (ECP). Employees covered by the bloodborne pathogens standard receive an explanation of this Exposure Control Plan (ECP) during their initial training session. It will also be reviewed in their annual refresher training. All employees have an opportunity to review this plan at any time during their work shifts upon request.
- 66.2. Engineering Controls and Work Practices controls will be used to prevent or minimize exposure to bloodborne pathogens. The specific engineering controls and work practice controls used are listed below:
 - 66.2.1. Sharps disposal containers are provided and maintained by the individual. Individuals are assisted as directed by their Person-Centered Individualized Support Plan (PCISP). Employees who require personal sharps containers will obtain and be solely responsible for care and safety of their personal equipment.
- 66.3. All employees using Personal Protective Equipment (PPE) must observe the following precautions:

- 66.3.1.1. Waste is placed in containers which are closable, constructed to contain all contents and prevent leakage, appropriately labeled or color-coded per standards and closed prior to removal to prevent spillage or protrusion of contents during handling.
- 66.3.1.2. Contaminated sharps are discarded immediately or as soon as possible in containers that are closable, puncture-resistant, leakproof on sides and bottoms, and labeled or color coded appropriately. Sharps disposal containers are provided by individuals.
- 66.3.1.3. Bins and pails (e.g., wash or emesis basins) are cleaned and decontaminated as soon as possible after visible contamination.
- 66.3.1.4. Broken glassware which may be contaminated is picked up using mechanical means, such as a brush and dustpan.

67. Post-Exposure Evaluation and Follow-Up

- 67.1. Should an exposure incident occur, counseling option will be provided, and the employee will have the option available for confidential medical evaluation and follow-up conducted by licensed healthcare professional.
- 67.2. Following the initial first aid (clean the wound, flush eyes or other mucous membrane, etc.), the following activities will be performed:
 - 67.2.1. Document the routes of exposure and how the exposure occurred.
 - 67.2.2. Identify and document the source individual unless the employer can establish that identification is infeasible or prohibited by state or local law.
 - 67.2.3. Obtain consent and plan to have the source individual tested as soon as possible to determine HIV, HCV, and HBV infectivity; document that the source individual's test results were conveyed to the employee's health care provider.
 - 67.2.4. If the source individual is already known to be HIV, HCV and/or HBV positive, new testing need not be performed.
 - 67.2.5. Assure that the exposed employee is provided with the source individual's test results and with information about applicable disclosure laws and regulations concerning the identity and infectious status of the source individual (e.g., laws protecting confidentiality).
 - 67.2.6. After obtaining consent, collect exposed employee's blood as soon as feasible after exposure incident, and test blood for HBV and HIV serological status.
 - 67.2.7. If the employee does not give consent for HIV serological testing during collection of blood for baseline testing, preserve the baseline blood sample for at least ninety (90) days; if the exposed employee elects to have the baseline sample tested during this waiting period, perform testing as soon as feasible.

68. Administration of Post-Exposure Evaluation and Follow-Up

- 68.1. President and licensed nurse ensure that healthcare professional(s) responsible for employee's hepatitis B vaccination and post-exposure evaluation and follow-up are given a copy of the bloodborne pathogens standard.
- 68.2. President and licensed nurse ensure that the health care professional evaluating an employee after an exposure incident receives the following:

- 68.2.1. A description of the employee's job duties relevant to the exposure incident
 - 68.2.2. Route(s) of exposure
 - 68.2.3. Circumstances of exposure
 - 68.2.4. If possible, results of the source individual's blood test
 - 68.2.5. Relevant employee medical records, including vaccination status provides the employee with a copy of the evaluating health care professional's written opinion within fifteen (15) days after completion of the evaluation.
- 69. Procedures for Evaluating the Circumstances surrounding an Exposure Incident**
- 69.1. The President, nurse, and Corporate Compliance Officer (CCO) will review the circumstances of all exposure incidents to determine:
 - 69.1.1. Engineering controls in use at the time
 - 69.1.2. Work practices followed
 - 69.1.3. A description of the device being used including type and brand
 - 69.1.4. Protective equipment or clothing that was used at the time of the exposure incident
 - 69.1.5. Location of the incident
 - 69.1.6. Procedure being performed when the incident occurred
 - 69.1.7. Employee's training will record all percutaneous injuries from contaminated sharps in the Sharps Injury Log
- 70. Occupational Safety and Health Association (OSHA) Record Keeping**
- 70.1. An exposure incident is evaluated to determine if the case meets the Occupational Safety and Health Association's (OSHA's) Recordkeeping Requirements (29 CFR 1904).
 - 70.2. This determination and the recording activities are done by President and licensed staff nurse. In addition to the 1904 Recordkeeping Requirements, all percutaneous injuries from contaminated sharps are also recorded in the Sharps Injury Log. All incidences must include at least:
 - 70.2.1. the date of the injury
 - 70.2.2. the type and brand of the device involved
 - 70.2.3. the department or work area where the incident occurred
 - 70.2.4. an explanation of how the incident occurred.
 - 70.3. This log is reviewed at least annually as part of the annual evaluation of the program and is maintained for at least five years following the end of the calendar year that they cover. You must record all work-related needle stick injuries and cuts from sharp objects that are contaminated with another person's blood or other potentially infectious material (as defined by 29 CFR 1910.1030). You must enter the case on the Occupational Safety and Health Association (OSHA) 300 Log as an injury.
- 71. Record Keeping of Employee Training on Personal Protective Equipment, Hand Hygiene, Bloodborne Pathogens, Hepatitis B, and Medication Administration**
- 71.1. Training records are completed for each employee upon completion of training. These documents will be kept in the employee file.
 - 71.2. The training records include:
 - 71.2.1. The dates of the training sessions
 - 71.2.2. The contents or a summary of the training sessions

- 71.2.3. The names and qualifications of persons conducting the training
- 71.2.4. The names and job titles of all persons attending the training sessions
Employee training records are provided upon request to the employee or the employee's authorized representative within 15 working days. Such requests should be addressed to the President of the company.

71.3. Medical Records are maintained for each employee with occupational exposure in accordance with 29 CFR 1910.1020, "Access to Employee Exposure and Medical Records." Assisted Independence is responsible for maintenance of the required medical records. These confidential records are kept for at least the duration of employment plus thirty (30) years. Employee medical records are provided upon request of the employee or to anyone having written consent of the employee.

72. Support Group

- 72.1. Assisted Independence, LLC. offers a support group for parents and caregivers. Our hopes, intentions, and aspirations include:
 - 72.1.1. Intention to learn from others, and for your experiences to help/support others
 - 72.1.2. To find people and resources in your area that can grow your garden of support
 - 72.1.3. To be less alone/more connected
 - 72.1.4. To discover accessible steps, tools, ideas, practices to test and incorporate into your life
 - 72.1.5. To better support the individual(s) you are supporting
 - 72.1.6. To have more support for your well-being, which better supports your loved one
- 72.2. Conduct expectations during Support Group meetings
 - 72.2.1. Everyone is expert on their own experiences
 - 72.2.2. Everyone enters with their own set of circumstances, access to resources, identities, and histories
 - 72.2.3. Please get consent from your loved one before discussing their personal experiences
 - 72.2.4. Take what is useful, leave the rest
 - 72.2.5. Information shared in the Support Group Does not replace medical advice
 - 72.2.6. Come and go as you please, no such thing as late
 - 72.2.7. Feel free to use the chat when meetings are held virtually
 - 72.2.8. Camera may be on or off when meetings are held virtually
 - 72.2.9. Silence is welcome
 - 72.2.10. Please, be mindful of dominating the conversation
 - 72.2.11. If not speaking, please be muted when meetings are held virtually
 - 72.2.12. Ask if advice is needed before giving advice
 - 72.2.13. Be mindful of language (is this my experience or directed at someone else)
 - 72.2.14. If you have a grievance directed for Assisted Independence, LLC. please address privately before or after Support Group meetings
 - 72.2.15. Brainstorm on political discussions is permitted when the topic centered around advocacy, legislation regarding access/disability

- 72.3. Topics and Formats of Support Groups
 - 72.3.1. Features of speakers with lived experiences
 - 72.3.2. Discussion/recap literature with useful concepts, resources
 - 72.3.3. Discussions of life areas that need more support
 - 72.3.4. Discussions of what's already been gained/learned
 - 72.3.5. Celebrating progress, wins, attempts
 - 72.3.6. Giving room and space for range of emotions
 - 72.3.7. Reiterating common goals/purpose
 - 72.3.8. Acknowledging failure

(Latest Revision: 03/14/2023, Nathan Red, President and Elizabeth Terry, Recreational Therapist)

MEDICATION ADMINISTRATION

73. Medication Administration

- 73.1. The Purpose of this policy is to establish guidelines to ensure and promote safe medication administration and treatment to those individuals receiving Residential Habilitation Supports and Direct Support Supports thru Assisted Independence, LLC in order to enable them to achieve healthy, self-sufficient and productive lives to the best of their ability.
- 73.2. Assisted Independence, LLC is responsible for meeting health service needs including medication-related supports of persons as assigned in the Person-Centered Individualized Support Plan (PCISP).
- 73.3. Individuals receiving supports should participate in medication and treatment decisions as supported in their Person-Centered Individualized Support Plan (PCISP).
- 73.4. The following Medication Policies and Procedures are setup to provide staff, who administers medication or aid those individuals with medication-related supports, safe guidelines to ensure accurate supports.
- 73.5. All medications and treatments will be administered according to this policy and procedure and with Assisted Independence, LLC medication administration training curriculum.
- 73.6. Staff members who will be participating in care of the individual receiving medication-related supports thru Residential Habilitation Supports (RHS) or Direct Support Professional (DSP) supports as supported in their Person-Centered Individualized Support Plan (PCISP) receive training from Assisted Independence, LLC within the first one hundred and twenty (120) days of employment and/or implementation of policy start date.
- 73.7. Living in the Community curriculum on medication administration class will be offered by Assisted Independence, LLC by a licensed nurse certified by the Bureau of Developmental Disabilities Supports (BDDS) as in Indiana Administrative Code 460 IAC 6. This class will assist to educate and support staff on how to administer medications and observe individuals self-administering medications in a residential setting per Person-Centered Individualized Support Plan (PCISP).

- 73.8. The Living in the Community curriculum is divided into two parts: Core A and Core B. Both Core A and B consist of core lessons and supplemental lessons. Successful completion of this curriculum requires two tests to be taken (Core A and Core B) with 85% or higher and 100% satisfactory observation of administering oral tablets, liquids, and capsules medications.
- 73.9. Core A test score of 85% or above is required for passing. Only after passing Core A, will the staff be allowed to take the test for Core B.
- 73.10. Core B must also be passed with a test score of 85% or higher. A staff member may take the test two times. If the staff member fails the test a second time, the course must be repeated.
- 73.11. Attending class and successful completion of testing by receiving an 85% or higher on Core A and Core B individually and demonstration the ability to safely and correctly follow medication procedure for administration, the staff member will receive a certificate of completion. A copy of the certificate of completion will be kept in the employee's personal file.
- 73.12. Best Practice, ongoing competency in the area of medication administration after initial training and successful completion of curriculum will be continued on an annual basis, when changes are made to the Person-Centered Individualized Support Plan (PCISP) regarding medication, and when additional training is identified.
- 73.13. Staff upon completion of this course and prior to the setting up and/or administrations of medications will be required to demonstrate accurate medication administration for each person they serve.
- 73.14. Only staff that have completed the Living in the Community curriculum on medication administration class and completed the above requirements, received a certificate of completion will be authorized to participate in medication administration to the individual.
- 73.15. Staff is required to follow reasonable care by doing only that which you have been trained to do and acting as others would act in the same or similar situations. Both staff and individuals are protected by the standard of Reasonable Care.
- 73.16. Negligence is the omission or neglect of any reasonable precaution, care, or action.
- 73.17. Malpractice is any improper or injurious practice, or any unskillful or faulty medical treatment. The staff is obligated to perform care that meets minimum standards.
- 73.18. Staff will follow the following:
- 73.18.1. Do only what you have been trained to do.
 - 73.18.2. Observe the legal rights of every individual.
 - 73.18.3. Complete all records carefully.
 - 73.18.4. Be informed about the medications including their actions and adverse effects.
 - 73.18.5. Ensure they follow the policies and procedures.
- 73.19. Assisted Independence, LLC will obtain written authorization from the person and/or legal representative to administer medications as reflected in the

- Person-Centered Individualized Support Plan (PCISP) prior to administering medications and treatments.
- 73.20. Assisted Independence, LLC staff is not permitted to administer PRN psychotropic medications.
- 73.21. A physician's order to administer the medication must be on file to administer any medication. This includes over the counter medications such as vitamins, herbal supplements and/or any substance that are not currently approved or recognized thru the Food and Drug Administration (FDA) for medical treatment.
- 73.22. A medication box or pill organizer is a special container for storing scheduled doses of one's medications. Assisted Independence, LLC does not authorize unlicensed staff to set up or give medications from an unlabeled or self-labeled container.
- 73.23. Standing orders are used for over-the-counter medications. Currently no standing orders are recognized with Assisted Independence, LLC.
- 73.24. The expiration date of any medication to be administered should always be checked before administration of medication.
- 73.24.1. If the medication is expired or discolored, do not give the medication and contact the Director of Direct Supports right away.
- 73.24.2. If any questions or concerns arise about the integrity of the medication, do not give the medication and contact the Director of Direct Supports immediately.
- 73.25. Documentation is very important and should be legible for accurate safe delivery of care.
- 73.25.1. Use blue or black ink on all documents requiring documentation.
- 73.25.2. Never erase, use whiteout or obliterate an entry. When a mistake is noted draw a single line thru the incorrect information and write error above the line and initial.
- 73.26. All omissions and refusal of medications should be reported as soon as it is discovered to the Director of Direct Supports.
- 73.27. If alcohol consumption or intoxication of the individual receiving medications is suspected, the medication should be withheld. Do not administer the medication. Contact the Director of Direct Supports for further instructions.
- 73.28. Refusal of medications is the right of the patient. The reason for refusal needs to be obtained and the Director of Direct Supports notified as soon as possible. The Director of Direct Supports will follow up and will contact appropriate parties.
- 73.29. Documentation: chart missed medications on the Medication Administration Record by placing your initials in the spot and drawing a circle around the entry. Then document in Progress Notes the date, time, and reason the medication was omitted, and that the Director of Direct Supports was notified.
- 73.30. Individuals administering self-medication will receive support as outlined in their Person-Centered Individualized Support Plan (PCISP).
- 73.31. Staff will be trained on the Medication Risk Plan and how they are to assist the individual receiving supports by the Director of Direct Supports while they independently self-administer medications.

73.32. In the event a medication becomes unused or dropped, never return an unused dose of medication to its container. Notify the Director of Direct Supports immediately and follow these steps:

73.32.1. Place the unused or contaminated medication in a zip lock bag. Then seal the bag by placing duct tape and folding it in half over the seal. Record with a permanent marker the name of medication, dose, and, if the medication is in pill form, record how many medications are placed in the bag and initial. If the individual, and the individual's parent, or guardian is available, have them initial with you. Write contaminated medication on bag to alert others not to give. Return the contaminated or unused medication after the above is complete to the lock medication storage area in the container labeled contaminated medications.

73.32.2. Medications that are controlled substances can be found under the controlled substance section of the policies.

73.32.3. The Director of Direct Supports will be notified. The medication will be disposed of in a medication drop box for proper disposal. The Direct Support Professional (DSP) will assist the individual in properly disposing of any non-controlled medication according to Food and Drug Administration (FDA) guidelines. An Incident Report (IR) must be completed by the Direct Support Professional (DSP) by the end of the shift.

74. Controlled Substances

74.1. If an individual is on a medication that is classified as a controlled substance it will be kept in a double locked storage cabinet within the home.

74.2. Controlled substances upon arrival to home will be counted with caregiver and staff three (3) times. The medication name and number or amount of medication needs to be recorded and both parties co-sign witnessing the count on the controlled substance count sheet.

74.3. The Director of Direct Supports will count controlled substances a minimum of once a month and a medication reconciliation of the amount and medications given will be performed.

74.4. If a controlled medication becomes contaminated, dropped, or refused the staff nurse is to be notified immediately. Place the controlled medication in a zip lock bag. Then seal the bag by placing duct tape and folding it in half over the seal. Then write with a marker the medication information name, dose, and how much medication are placed in the bag and initial. If caregiver is available have them also initial as a witness. Then place the medication in cabinet that is double locked for staff nurse to be destroyed. Document online in AccelTrax. An Incident Report (IR) must be completed by the Direct Support Professional (DSP) by the end of the shift.

74.5. The staff nurse or Nathan Red will destroy medication with caregiver as a witness and throw the drugs in the household trash following these steps for non-controlled medication.

74.5.1. Remove them from their original containers and mix them with an undesirable substance, such as used coffee grounds or kitty litter (this makes the drug less appealing to children and pets, and unrecognizable to people who may intentionally go through the trash seeking drugs).

74.5.2. Place the mixture in a sealable bag, empty can with lid or other container to prevent the drug from leaking or breaking out of a garbage bag.

74.5.3. The staff nurse or Nathan Red will then document accordingly in the Progress Notes.

75. Proper Medication Administration Times and Procedures

75.1. Medications may be administered within thirty (30) minutes before and thirty (30) minutes after scheduled time of prescription. Example: if a medication is to be given at 08:00AM, then it can be given any time from 07:30AM to 08:30AM.

75.2. Medication times ordered to be given should accommodate the person's routine schedule as indicated by the primary parent/guardian or outlined in the Person-Centered Individualized Support Plan (PCISP).

75.3. Follow the six rights of Medication Administration:

75.3.1. Give the Right medication.

75.3.2. Give the Right Dose.

75.3.3. Give medication to the Right individual

75.3.4. Give medication by the Right Route.

75.3.5. Give Medication at the Right Time

75.3.6. Provide the Right Documentation.

75.4. Medications should always be checked at least three (3) times prior to administration.

75.5. Specific guidelines on medication administration by routes are listed in below in the following policies:

75.5.1. Oral Tablets or Capsules

75.5.2. Liquid Medication

75.5.3. Powdered Medication

75.5.4. Crushing Tablets

75.5.5. Altering Capsules

75.5.6. Applying a Lotion, Liniment, or Ointment

75.5.7. Applying Transdermal Patch

75.5.8. Instilling Liquid Eye Medications and Administering Ophthalmic Ointments

75.5.9. Administering Nasal Medication by Atomizer

75.5.10. Administering Medication by Oral Inhaler

75.5.11. Administering Medication by Ear

75.5.12. Administering Medication by Vaginal Suppository

75.5.13. Administering Medication by Rectal Suppository

76. Oral Tablets or Capsules

76.1. Check the medication sheets to see what medication is ordered.

76.2. Be sure the order is valid; check the date that the order began.

76.3. Wash your hands.

76.4. Have individual wash his/her hands before receiving medication.

76.5. Obtain paper cups, a glass of water and if necessary, food to mix with the medication

76.6. Unlock the medication storage area.

- 76.7. Check the label with the order to determine individual's medication and dosage ordered
- 76.8. Check the individual's drug supply.
- 76.9. Select the medication ordered.
- 76.10. Check the label with the order.
- 76.11. Check the medication according to the six rights of administration.
- 76.12. Remove the medication ordered from the container and put it in a paper cup or directly in the individual's hand.
- 76.13. For unit dose, remove from the container/med pack.
- 76.14. For a multi-dose bottle remove from the cap; without touching the medicine, place required capsules or tablets into cap and then into the paper cup or directly into the individual's hand.
- 76.15. Read the Label again.
- 76.16. Return medicine to the locked storage container.
- 76.17. Mix the medication with food if necessary.
- 76.18. Give individual a drink of water before administering medication.
- 76.19. Instruct individual on how to take medication.
- 76.20. For oral medications-swallow with more water.
- 76.21. For buccal dissolve between cheek and gum, do not swallow.
- 76.22. For sublingual-dissolve under tongue, do not swallow.
- 76.23. Administer medications to individual with water unless fluid is not indicated as buccal or sublingual.
- 76.24. Wait for individual to swallow medication.
- 76.25. Observe for any immediate reactions to the medication.
- 76.26. Wash your hands.
- 76.27. Dispose of trash according to policy.
- 76.28. Chart medications administered, and observations made.

77. Liquid Medication

- 77.1. Check the medication sheets to see what medication is ordered.
- 77.2. Be sure the order is valid; check the date that the order began. Wash your hands.
- 77.3. Obtain a calibrated medicine cup.
- 77.4. Unlock the medication storage area.
- 77.5. Check the individual's drug supply.
- 77.6. Select the medication ordered.
- 77.7. Check the label with the order to determine individual's medication and dosage ordered.
- 77.8. Check the medication according the six rights of administration.
- 77.9. Pick up the liquid medication with the label against your palm.
- 77.10. Shake the bottle if necessary.
- 77.11. Remove the cap and place the cap upside down on the work area.
- 77.12. Hold the calibrated cup at eye level.
- 77.13. Pour the medication in the cup so that the lowest point of the surface of the medication is at the desired dosage.
- 77.14. Place the medication on the medicine tray.
- 77.15. Replace the cap on the liquid medication.

- 77.16. Read the label again.
- 77.17. Wait for the individual to take the medication and observe for any immediate reactions to the medication.
- 77.18. Wipe off the outside of the bottle without touching the lip area.
- 77.19. Return the medication to the storage area.
- 77.20. Chart the medications administered and the observed side effects.
- 77.21. Wash your hands.

78. Powdered Medication

- 78.1. Check the medication sheets to see what medication is ordered.
- 78.2. Be sure the order is valid; check the date that the order began.
- 78.3. Wash your hands.
- 78.4. Obtain a calibrated medicine cup and a spoon.
- 78.5. Obtain a cup of water in the amount ordered for administration or food to mix with the medication.
- 78.6. Unlock the medication storage area.
- 78.7. Check the individual's drug supply.
- 78.8. Select the medication ordered.
- 78.9. Check the label with the order to determine individual's medication and dosage ordered.
- 78.10. Check the medication according to the six rights of administration.
- 78.11. Remove the medication ordered from the container.
- 78.12. For unit dose, remove package from container.
- 78.13. For a multi-dose container, measure amount ordered into a calibrated medicine cup
- 78.14. Read the label again.
- 78.15. Return the medicine to the storage container.
- 78.16. Mix the medication with the correct amount of water or food.
- 78.17. Observe the individual taking the medication and observe for any immediate reactions to the medication.
- 78.18. Chart the medications administered and the observed side effects.
- 78.19. Wash your hands.

79. Crushing Tablets

- 79.1.1. Check for safety and effectiveness before altering the form of any medication. Some medications cannot be crushed.
- 79.1.2. Check the medications sheets to see what medication is ordered.
- 79.1.3. Be sure the order is valid; check the date that the order began.
- 79.1.4. Wash your hands.
- 79.1.5. Obtain paper cups, a glass of water and if requesting, food to mix with the medication.
- 79.1.6. Obtain a medical grade pill crusher and an alcohol swab.
- 79.1.7. Unlock the medication storage area.
- 79.1.8. Check the individual's drug supply.
- 79.1.9. Select the medication ordered.
- 79.1.10. Check the label with the order to determine individual's medication and dosage ordered.
- 79.1.11. Check the medication according to the six rights of administration.

- 79.1.12. Place tablets to be crushed in medicine pill crusher.
- 79.1.13. Crush the medication according to pill crusher instructions.
- 79.1.14. Read the label again.
- 79.1.15. Return the medicine to the storage container.
- 79.1.16. Wipe the pill crusher with alcohol swab to clean medication residue out of device.
- 79.1.17. Mix the medication with food if requested or per healthcare provider instructions.
- 79.1.18. Observe the individuals taking the medication and observe for any immediate reactions to the medications.
- 79.1.19. Return the pill crusher to the storage area.
- 79.1.20. Chart the medications administered and the observed side effects.
- 79.1.21. Wash your hands.

80. Altering Capsules

- 80.1. Check for safety and effectiveness before altering the form of any medication.
- 80.2. Check the medication sheets to see what medication is ordered.
- 80.3. Be sure the order is valid; check the date that the order began.
- 80.4. Wash your hands.
- 80.5. Obtain paper cups, a glass of water and if requested, food to mix with the medication.
- 80.6. Unlock the medication ordered.
- 80.7. Check the individual's drug supply.
- 80.8. Select the medication ordered.
- 80.9. Check the label with the order to determine individual's medication and dosage ordered.
- 80.10. Check the medication according to the six rights of medication administration.
- 80.11. Hold the capsule over the paper cup.
- 80.12. Twist the capsule apart and allow the powder to fall into the cup.
- 80.13. Read the label again.
- 80.14. Return the medicine to the storage container.
- 80.15. Mix the medication with food if necessary.
- 80.16. Observe the individual taking the medication and observe for any immediate reactions to the medication.
- 80.17. Give the individual a drink of water and observe for any immediate reactions to the medication.
- 80.18. Dispose of the empty capsule according to policy.
- 80.19. Chart the medications administered and the observed side effects.
- 80.20. Wash your hands

81. Applying a Lotion, Liniment, or Ointment

- 81.1. Check the medication sheets to see what medication is ordered.
- 81.2. Be sure the order is valid; check the date that the order began.
- 81.3. Wash your hands.
- 81.4. Obtain clean gloves to use when applying the medication.

- 81.5. Obtain gauze squares or cotton balls, a bag or piece of paper for used materials and (a tongue blade if necessary) for ointments.
 - 81.6. Unlock the medication storage area.
 - 81.7. Check the individual's drug supply.
 - 81.8. Select the medication ordered.
 - 81.9. Check the label with the order to determine individual's medication and dosage ordered.
 - 81.10. Check the medication according to the six rights of medication administration.
 - 81.11. Provide privacy for the individual.
 - 81.12. Apply medication while the individual is in her/his private room and only expose the area that needs the medication.
 - 81.13. Read label again
 - 81.14. Put on clean gloves
 - 81.15. Prepare to administer the medication.
 - 81.16. Pour enough lotion or liniment on the gauze or cotton balls to cover all or a portion of the affected area. If not, enough medication was poured the first time repeat this with a new gauze or cotton ball.
 - 81.17. Squeeze or scoop ointment onto the end of the tongue blade. If not, enough medication was squeezed or scooped the first time to cover the area repeat this with a new tongue blade.
 - 81.18. Apply the medication.
 - 81.19. Swab or pat the lotion gently on affected area. DO NOT RUB.
 - 81.20. Rub the liniment on the skin in a circular motion.
 - 81.21. Apply ointment with firm gentle strokes forming a thin layer of medication over the area, as ordered.
 - 81.22. Observe the individual for any immediate reactions to the medication.
 - 81.22.1. Discard soiled gauze or cotton balls, tongue blades, and gloves appropriately.
 - 81.22.2. Return medication to medication storage area.
 - 81.23. Chart the medications administered, and the observed side effects.
 - 81.24. Wash your hands.
- 82. Applying Transdermal Patch**
- 82.1. Check the medication sheets to see what medication is ordered.
 - 82.2. Be sure the order is valid; check the date that the order began.
 - 82.3. Wash your hands
 - 82.4. Obtain clean gloves to use when applying the medication.
 - 82.5. Obtain an alcohol wipe and a bag or piece of paper for discarding materials.
 - 82.6. Unlock the medication storage area.
 - 82.7. Check the individual's drug supply.
 - 82.8. Select the medication ordered.
 - 82.9. Check the label with the order to determine individual's medication and dosage ordered.
 - 82.10. Check the medication according to the six rights of administration.

- 82.11. Provide privacy for the individual. Apply medication while the individual is in his/her private room or other options and only expose the area that needs the medication.
- 82.12. Read the label again.
- 82.13. Put on the clean gloves.
- 82.14. Using an alcohol swab, clean the area carefully and allow it to dry completely.
- 82.15. Open the package containing the patch.
- 82.16. Remove the protective backing from the patch; do not touch the inside.
- 82.17. Place the exposed adhesive side on the skin site.
- 82.18. Press firmly with the palm of your hand.
- 82.19. Press around the outer edges to ensure adhesion.
- 82.20. Observe the individual for any immediate reactions to the medications.
- 82.21. Discard soiled gloves appropriately.
- 82.22. Return medication to medication area.
- 82.23. Chart the medications administered and the observed side effects.
- 82.24. Wash your hands.

83. Instilling Liquid Eye Medications and Administering Ophthalmic Ointments

- 83.1. Check the medication sheets to see what medication is ordered.
- 83.2. Be sure the order is valid; check the date that the order began.
- 83.3. Wash your hands.
- 83.4. Obtain supplies.
- 83.5. Cotton balls and tissue for liquid eye medications.
- 83.6. Cotton balls or tissues and sterile saline solution for ophthalmic ointment.
- 83.7. Unlock the medication storage area
- 83.8. Check the individual's drug supply.
- 83.9. Select the medication ordered.
- 83.10. Check the label with the order to determine individual's medication and dosage ordered. Make certain it is OPTHALMIC medication.
- 83.11. Check the medication according to the six rights of administration.
- 83.12. Read the label again.
- 83.13. Place the individual in the dorsal recumbent position in bed or sitting in a chair.
- 83.14. Position the individual with the head tilted back so that the face is directed upward.
- 83.15. Prepare the affected eye for the ophthalmic ointment.
- 83.16. Moisten a cotton ball with saline or irrigating solution.
- 83.17. Cleanse the eyelid and lashes with cotton ball.
- 83.18. Prepare the medication.
- 83.19. Liquid eye medication-draw up the medication into the Eye dropper.
- 83.20. Ophthalmic ointments-remove cap from ointment tube, invert upward and lay on table or tray.
- 83.21. Pull down the lower lid to form a little pouch. This procedure is to be done if instructed per Doctor.

- 83.22. Ask the individual to look up.
- 83.23. Administer the medication.
- 83.24. Liquid eye medication
- 83.25. Squeeze the dropper or bottle and instill the correct dosage onto the center of the lower extended eyelid without touching the eyedropper to the surface of the eye or lid.
- 83.26. Close the eye.
- 83.27. Ophthalmic Ointment
 - 83.27.1. Spread the ointment from the inner to the outer eye on the closed eyelid.
 - 83.27.2. Twist the tube with a sideways motion of the wrist to stop the flow of ointment.
 - 83.27.3. Ask individual to close eye for one to two minutes and roll the eyeball around to ensure entire eyeball is covered.
 - 83.27.4. Give the individual a tissue or cotton ball to wipe away excess.
 - 83.27.5. Observe the individual for any immediate reactions to the medication.
 - 83.27.6. Return medication to medication area.
- 83.28. Chart the medications administered, and the observed side effects.
- 83.29. Wash your hands.

84. Administering Nasal Medication by Atomizer

- 84.1. Check the medication sheets to see what medication is ordered.
- 84.2. Be sure the order is valid.
- 84.3. Wash your hands.
- 84.4. Obtain tissues.
- 84.5. Unlock the medication storage area.
- 84.6. Check the individual's drug supply. Contact staff nurse or Nathan Red if there is not enough medication for the two more dosages.
- 84.7. Select the medication ordered.
- 84.8. Check the label with the order to determine the individual's medication and amount required.
- 84.9. Check the medication according to the six rights of administration.
- 84.10. Check the label again.
- 84.11. Prepare the nasal spray pump.
- 84.12. Ask the individual to gently blow his/her nose to clean out nostrils.
- 84.13. Ask the individual to bend slightly forward.
- 84.14. Insert the atomizer into the correct nostril.
- 84.15. Gently close the other nostril by pressing it toward center bone.
- 84.16. If using an inhaler, hold it in position.
- 84.17. If using an atomizer, compress container twice unless otherwise ordered.
- 84.18. Ask individual to sniff gently through the open nostril with mouth open at the same time the container is compressed.
- 84.19. After administration, remove unit from nostril, and ask the individual to bend head slightly backward to allow the medication to spread over the back of the nose.

- 84.20. Observe for any immediate reactions.
- 84.21. Chart administration of medication and the observed side effects.
- 84.22. Wash your hands.

85. Administering Nasal Medication by Dropper

- 85.1. Check the medication sheets to see what medication is ordered.
- 85.2. Be sure the order is valid.
- 85.3. Wash your hands.
- 85.4. Obtain tissues.
- 85.5. Unlock the medication storage area.
- 85.6. Check the individual's drug supply.
- 85.7. Select the medication ordered.
- 85.8. Check the label with the order to determine the individual's medication and amount ordered.
- 85.9. Check the medication according to the six rights of administration.
- 85.10. Check the label again.
- 85.11. Position the individual so medication will flow to the appropriate site.
- 85.12. Warm medication by holding or rolling it in your hand if it has been refrigerated.
- 85.13. Shake medication if ordered on label.
- 85.14. Draw up prescribed amount of medication in prescribed eye dropper.
- 85.15. Slowly place prescribed amount of medication into the nostril.
- 85.16. Squeeze any unused medication into tissues.
- 85.17. Return dropper to bottle and secure.
- 85.18. Keep individual flat for five to ten minutes.
- 85.19. Observe for any immediate reaction.
- 85.20. Chart administration of medication and the observed side effects.
- 85.21. Wash your hands.

86. Administering Medication by Oral Inhaler

- 86.1. Check the medication sheets to see what medication is ordered.
- 86.2. Be sure the order is valid.
- 86.3. Wash your hands.
- 86.4. Unlock the medication storage area.
- 86.5. Check the individual's drug supply.
- 86.6. Select the medication ordered.
- 86.7. Check the label with the order to determine the individual's medication and amount required.
- 86.8. Check the medication according to the six rights of administration.
- 86.9. Check the label again.
- 86.10. Shake the inhaler well.
- 86.11. Remove the cap from the mouthpiece.
- 86.12. Check that canister is firmly and fully inserted into actuator.
- 86.13. Ask individual to breathe out fully through the mouth expelling as much air as possible from the lungs.
 - 86.13.1. Place the mouthpiece fully into the mouth while holding the inhaler in the upright position.
- 86.14. Ask the individual to close lips around the mouthpiece.

- 86.15. Ask the individual to begin breathing deeply and slowly through the mouth.
- 86.16. Fully depress the top of the metal canister with your index finger.
- 86.17. Ask the individual to hold their breath as required per healthcare providers' instructions.
- 86.18. Before the individual exhales, remove the inhaler from the mouth and release your finger from the canister.
- 86.19. Wait one minute and shake the inhaler to activate medication.
- 86.20. Repeat steps 15-21 for each inhalation prescribed by the healthcare provider.
- 86.21. Observe for any adverse side effects.
- 86.22. Cleanse the inhaler by removing the metal canister and cleaning the plastic case and cap by thoroughly rinsing in warm running water.
- 86.23. After thoroughly drying the plastic case and cap, replace the canister into the case and replace the cap.
- 86.24. Return medicine to secured storage compartment.
- 86.25. Wash your hands.
- 86.26. Chart administration of medication and observed side effects.

87. Administering Medication by Ear

- 87.1. Check the medication sheets to see what medication is ordered.
- 87.2. Be sure the order is valid; check the date that the order began.
- 87.3. Wash your hands.
- 87.4. Obtain cotton balls or tissue.
- 87.5. Unlock the medication storage area.
- 87.6. Check the individual's drug supply.
- 87.7. Select the medication ordered.
- 87.8. Check the label with the order to determine individual's medication and dosage ordered.
- 87.9. Check the medication according to the six rights of medication administration.
- 87.10. Read the label again.
- 87.11. Ask the individual to lay his/her head down with the affected ear up.
- 87.12. If the individual is unable to sit up, position the individual on the side opposite the affected ear.
- 87.13. Warm the medication to room temperature by holding the container in your hand or placing it in warm water.
- 87.14. If using a medicine dropper, pinch rubber bulb of medicine dropper and draw up prescribed amount of medication into ear dropper.
- 87.15. Straighten the auditory canal by gently pulling the outer ear upward and backward and holding it in that position.
- 87.16. With your other hand, position the tip of the ear dropper just slightly into the opening of the ear canal, then point the tip upward and toward the inner canal.
- 87.17. Gently and slowly instill the prescribed amount of medication into the ear canal.
- 87.18. Return the dropper to the medication bottle when finished.

- 87.19. Gently place a cotton ball in front of the opening to the ear canal to keep the medicine from escaping.
 - 87.20. Wipe away any excess medications from the surface of the outer ear to the individual's neck with a tissue.
 - 87.21. Ask the individual to remain in this position for 3-5 minutes and observe for any immediate reaction.
 - 87.22. Return medication to medication area.
 - 87.23. Chart the medications administered and the observed side effects.
 - 87.24. Wash your hands.
- 88. Administering Medication by Vaginal Suppository**
- 88.1. Check the medication sheets to see what medication is ordered.
 - 88.2. Be sure the order is valid.
 - 88.3. Wash your hands.
 - 88.4. Obtain examination gloves, appropriate lubricant, chucks or bed protector, paper towels, bath blanket or sheet, and toilet tissue.
 - 88.5. Unlock the medication storage area.
 - 88.6. Check the individual's drug supply.
 - 88.7. Select the ordered medication.
 - 88.8. Check the label with the order to determine the individual's medication and amount required.
 - 88.9. Check the medication according to the six rights of administration.
 - 88.10. Check the label again.
 - 88.11. Take the suppository from the container (unit-dose or quantity container) according to prescribed method.
 - 88.12. Provide privacy for the individual. Insert vaginal suppository while the individual is in her private room and only expose the perineum.
 - 88.13. Place the individual on a bed on their back with their knees bent up in an outward position while their feet are placed flat on the bed.
 - 88.14. Place the chucks or bed protector under the individual's buttock.
 - 88.15. Tear perforated end off wrapper and place suppository on medicine tray.
 - 88.16. Squeeze small amount of lubricant onto paper towel on medicine tray.
 - 88.17. Put on examination gloves.
 - 88.18. Pick up suppository holding base of suppository between thumb, index and middle fingers with the tip exposed approximately one-half inch.
 - 88.19. Pass exposed tip of suppository through lubricant on paper towel.
 - 88.20. Lift the drape between the individual's legs, exposing only enough of the individual to visualize the vaginal area.
 - 88.21. Gently insert the suppository into the vaginal opening.
 - 88.22. Using the index finger, gently push the suppository upward into the vagina so that the entire suppository is past the vaginal opening.
 - 88.23. When certain the suppository is in place, gently withdraw the insertion finger.
 - 88.24. Hold, or ask the individual to hold the legs together for a few minutes to keep suppository from slipping out and until the urge to expel the suppository are gone. Individual must remain in bed for 15 minutes.
 - 88.25. Observe for any immediate reactions to the medication.

- 88.26. Remove chucks or bed protector.
- 88.27. Remove gloves and wrap in paper towel.
- 88.28. Chart administration of suppository and the observed side effects.
- 88.29. Dispose of all soiled items in a biohazard bag.
- 88.30. Wash your hands.

89. Administering Medication by Rectal Suppository

- 89.1. Check the medications sheets to see what medication is ordered.
- 89.2. Be sure the order is valid.
- 89.3. Wash your hands.
- 89.4. Obtain examination gloves, appropriate lubricant, chucks, or bed protector, paper towels bath blankets, and toilet tissue.
- 89.5. Unlock the medication storage area.
- 89.6. Check the individual's drug supply.
- 89.7. Select the medication ordered.
- 89.8. Check the label with the ordered to determine the individual's medication and amount required.
- 89.9. Check the medication according to the six rights of medication administration.
- 89.10. Take suppository from the container (unit-dose or quantity container) according to prescribed method.
- 89.11. Check label again.
- 89.12. Provide privacy for the individual. Insert the rectal suppository while the individual is in their private room and only expose the anal region.
- 89.13. Place the individual on a bed, lying on their back with their knees bent up in an outward position and feet are positioned flat on bed.
- 89.14. Drape the bath blanket loosely over hip area to allow for space when inserting.
- 89.15. Place the chucks or bed protector under the individual's buttock.
- 89.16. Tear perforated end off wrapper and place suppository on medicine tray.
- 89.17. Squeeze small amount of lubricant onto paper towel on medicine tray.
- 89.18. Put on examination gloves.
- 89.19. Pick up suppository holding base of suppository between thumb, index, and middle fingers with the tip exposed approximately one-half inch.
- 89.20. Pass exposed tip of suppository through lubricant on paper towel.
- 89.21. Lift the drape between the individual's legs, exposing only enough of the individual to visualize the anal region.
- 89.22. Gently insert the suppository into the anal sphincter.
- 89.23. Using the index finger, gently push the suppository upward so that it passes through the anal sphincter into the rectum.
- 89.24. When certain the suppository is in place, gently withdraw the insertion finger.
- 89.25. Hold, or ask the individual to hold buttocks together for a few minutes to keep suppository from slipping out and until the urge to expel the suppository are gone. Individual must remain in bed for 10 minutes.
- 89.26. Remove gloves and wrap in paper towel.
- 89.27. Observe for any immediate reaction.

- 89.28. If suppository was given for elimination.
 - 89.28.1.1. Instruct the individual to withhold bowel movement at least 10 minutes, if possible. If individual is not in control, place on bedpan or take to bathroom after insertion to observe closely.
 - 89.28.1.2. Instruct individual to call you when ready for assistance to bathroom; when called, assist individual, give privacy, but stay close at hand.
- 89.29. When individual is finishes, assist with cleaning, as necessary.
- 89.30. Remove chucks or bed protector.
- 89.31. Dispose of all soiled items according to agency policy.
- 89.32. Wash your hands.
- 89.33. Chart administration of suppository and the observed side effects.

90. Labeled Medications

- 90.1. Medications must have a complete label from a licensed pharmacist. Over the counter medications (OTC) must have the original manufactured label intact and easy to read.
- 90.2. Never relabel a medication or administer a medication from an unlabeled or illegibly labeled container.

91. Medication Documentation (Medication Administration Record)

- 91.1. Medications given or omitted should be recorded on the Medication Administration Record (MAR).
- 91.2. Record missed medications including those omitted on the medication administration recorded by placing your initials in the time and date spot and drawing a circle around the entry. Then document in online in AccelTrax the date, time, and reason the medication was omitted, and that the Director of Direct Supports was notified. The Direct Support Professional(s) (DSP) should complete an Incident Report by end of shift.
- 91.3. Medications that are given should be documented by placing your initials in the time and date box. Make sure to add your signature to the bottom of the form where indicated.
- 91.4. The Director of Direct Supports will check new medications started before being added to the Medication Administration Record (MAR).
- 91.5. All staff is required to complete the medication side effect tracking online in AccelTrax corresponding to the appropriate individual and submit by the designated deadlines.
- 91.6. If the medication side effect tracking not turned in by the designated deadline/is found to be incomplete, the staff will be notified by the office and asked to submit within one to two (1-2) business days.
- 91.7. If a staff member is found to continually neglect the predetermined deadline it will evolve into a compliance issue and the staff in question will be required to meet with the Corporate Compliance Officer (CCO).
- 91.8. A warning will be given, and a note of neglect will be documented and placed in the employees' file. Any other offenses from this point forward may result in termination, at the discretion of the Corporate Compliance Officer (CCO) and the President of Assisted Independence, LLC.

(Latest Revision: 10/27/2022, Nathan Red, President)

92. Administering Medications Out of Home (*For when individuals receiving medication support are outside of the home during routine medication administration times*)

- 92.1. Staff will prepare medication and follow the Medication Administration policy same as they would in the home.
- 92.2. Before leaving the home, staff will complete the following on a medication envelope:
 - 92.2.1. Individual's full name
 - 92.2.2. Medication name
 - 92.2.3. Dose
 - 92.2.4. Time of Administration
 - 92.2.5. Route to be taken
 - 92.2.6. Any special considerations
 - 92.2.7. Any equipment needed for assistance in medication administration such as cotton balls, water bottle, or food can be placed in a clear plastic bag or proper container for transport.
- 92.3. Staff following the medication administration policy will check medication order and Medication Administration Record (MAR) to envelope three (3) times. Place appropriate medication in envelope.
- 92.4. For medications that are not pill form such as liquids or creams, taking the whole container of medication may be recommended. Place refrigerated medications in a lunch box with an ice pack. Check with the Director of Direct Supports to determine appropriate action.
- 92.5. For medication administrations that require privacy for the patient. Contact the Director of Direct Supports to determine the route of action that will be best for the individual in a public setting.
- 92.6. If medication becomes contaminated and unable to give place the medication back into the medication envelope and write contaminated on the envelope. Follow the Unused or Contaminated (dropped) Medication Policy upon arrival to home.
- 92.7. Responsibilities before medication administration:
 - 92.7.1. Read the medication order
 - 92.7.2. Prepare the medication for administration
 - 92.7.3. Use the proper equipment
 - 92.7.4. Prepare medications accurately
- 92.8. Responsibilities During medication administration:
 - 92.8.1. Identify the individual
 - 92.8.2. Explain the procedure to the individual
 - 92.8.3. Administer the medication correctly
- 92.9. Responsibilities following medication administration:
 - 92.9.1. Record the administration of the medication
 - 92.9.2. Clean the equipment
 - 92.9.3. Observe and record the side effects of the medication

(Latest Revision: 10/26/2022, Nathan Red, President)

93. Handling Spills of Blood or Body Fluids

- 93.1. Staff will follow Occupational Safety and Health Administration (OSHA) Universal Precautions and Exposure Control Plan (ECP) policy of incidents involving handling spills of blood or body fluids.
- 93.2. Staff will use appropriate personal protective equipment and standard precautions as outlined.
- 93.3. All staff will be provided with and utilize appropriate barrier precautions to prevent exposure to bloodborne pathogens, and other potentially infectious materials in emergency kit provided by Assisted Independence, LLC.
 - 93.3.1. Staff will wear gloves when it can be reasonably anticipated that they will have hand contact with blood, body fluids, mucous membranes and non-intact skin; when performing vascular access procedures and when handling/touching contaminated items or surfaces.
 - 93.3.2. Masks and protective eyewear or face shields will be worn during procedures that are likely to generate droplets of blood or other body fluids.
 - 93.3.3. Gowns or aprons will be worn during procedures that are likely to generate splashes of infectious fluids, blood, or other body fluids.
 - 93.3.4. Mouthpieces, resuscitation bags or other ventilation devices should be available for use in areas in which the need for resuscitation is predictable.
 - 93.3.5. Staff that have lesions or weeping dermatitis should refrain from all direct patient care and from handling patient equipment until the condition resolves.
 - 93.3.6. Safety needles and needleless systems (e.g. needleless I.V. connectors) are to be used whenever possible.

94. Dispensing, Ordering, and Disposal of Medications

- 94.1. The individual and the guardian(s) of the individual(s) who take medications are responsible for obtaining medications, storing medications in secure area of their home, and disposal of any discontinued or outdated medications.

95. Discontinuing Medications

- 95.1. When a noted change has been made of discontinued medications and staff is informed by the individual or guardian, staff will do the following:
 - 95.1.1. Gather information from the individual or guardian(s) as to why medication has been discontinued
 - 95.1.2. Notify the Director of Direct Supports immediately
- 95.2. The Director of Direct Supports will obtain a discontinue order from the physician
- 95.3. A discontinue of medication order needs to be on file to remove medication from the Medical Administration Record (MAR).
- 95.4. Staff is to document on the Medication Administration Record (MAR) initialing date and time and circling entry. Then document online in AccelTrax the above, as well as Director of Direct Supports notified. Once a signed order has been obtained to discontinue a medication, the medication will be removed from the Medical Administration Record (MAR) in the following way:
 - 95.4.1. Record on date column medication discontinued
 - 95.4.2. Draw a line from that date thru the rest of dates to the end of the Medication Administration Record (MAR)

95.4.3. Highlight the medication and all the date boxes across to the end of month on the Medication Administration Record (MAR)

95.4.4. Document the above online in AccelTrax.

(Latest Revision: 10/27/2022, Nathan Red, President)

96. Follow Up on Medication Administration and PRN's (As Needed)

96.1. After administering medications, follow up with the individual receiving medications after a half hour to see if desired results were achieved, according to specific medication information on the medication packaging, or, as outlined in the individual's customized Medication Risk Plan.

96.2. Continual observation of the individual for any other symptoms, which may be drug related throughout shift, including those of adverse reactions.

97. Medication Errors

97.1. When a medication error has been identified, immediately report the medication error to the Director of Direct Supports.

97.2. Gather as much information regarding the incident as available, which can include the date, time, any factors surrounding the event. The Director of Direct Supports will evaluate the error and inform the primary care physician.

97.3. A medication error should be reported immediately to Director of Direct Supports

97.4. An Incident Report (IR) will need to be completed by the staff member who discovered the medication error by the end of their shift. This report is to be filed online in AccelTrax within twenty-four (24) hours of discovery. At no point in time should the Direct Support Professional (DSP) document the completion or submission of an Incident Report.

(Latest Revision: 10/26/2022, Nathan Red, President)

98. Substance Abuse (Suspected)

98.1. In the event the individual receiving medication appears to be or suspected of being under the influence of alcohol, or any illegal substances, do not administer medications and report to the Director of Direct Supports immediately.

(Latest Revision: 10/26/2022, Nathan Red, President)

99. Medication Side Effects/Reporting Adverse Reactions

99.1. Any observed side effects as outlined in the individual's Person-Centered Individualized Support Plan (PCISP) under the individual's Medication Risk Plan should be reported immediately to the Director of Direct Supports.

99.2. The Director of Direct Supports will obtain the information required and complete reporting of adverse reaction to Food and Drug Administration (FDA) and Licensed Healthcare provider per state and federal regulations.

99.2.1. Staff will document any noted side effects online in AccelTrax. If no side effect is observed, then staff will document online in AccelTrax.

99.3. If a medication side effect is suspected or observed, call 911 if the individuals health and safety is in immediate danger. After calling 911 and/or administering safety actions, contact the Director of Direct Supports immediately.

(Latest Revision: 10/26/2022, Nathan Red, President)