

Assisted Independence, LLC.

Home and community based services

POLICIES AND PROCEDURES

COMPLIANCE COORDINATION

INDIANA ADMINISTRATIVE CODE TITLE 460 DIVISION OF DISABILITY, AGING, AND REHABILITATIVE SERVICES (DDARS)

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PROVIDER OPERATIONS

1. **Code of Ethics**
   1.1. Assisted Independence, LLC. is committed to ensuring that our supports are conducted in thorough ethical, professional and legal standards. In accordance with 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, we support, and we 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 the 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 our employees as professionals who have values, skills and knowledge. Furthermore, we are committed to hiring, supporting and educating our employees 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 individuals we support; all other activities and functions we execute evolve from this commitment. We recognize that each person can direct their 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 for an with the individuals we support and others if 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 individuals we support. We will encourage growth and recognize the rights of the individuals receiving support(s) while being attentive to reducing their risk of harm. We will develop relationships with the individuals 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 if the correct course of action regarding confidentiality is unclear.
   1.7. **Justice, Fairness and Equality**- We will affirm 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 ensure that the person's interest is honored.

1.8. **Respect**: We will respect the 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 in developing and maintaining relationships. Furthermore, we will advocate with the people we support when they lack the opportunities to build and maintain relationships. We will ensure that the people we support can make informed choices in safely expressing their sexuality. We will refrain from expressing 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 and encourage 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 in leading a 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, LLC. 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, color, 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: 02/19/2025, Nathan Red, President)

3. **Human Rights Committee**

3.1. It is the policy of the Bureau of Disability Services (BDS) that a Human Rights Committee (HRC) shall operate under the authorization of an executive director or board of directors of a provider company, or the director or designee for Division of Disability and Rehabilitative Services (DDRS) established Human Rights Committees (HRC's).

3.2. A Human Rights Committee (HRC) shall:

3.2.1. be authorized by:

3.2.1.1. the executive director or board of directors of the Provider company(s) establishing the committee; or

3.2.1.2. the Director or designee for DDRS established Human Rights Committees;

3.2.1.2.1. include a chairperson who:

3.2.1.2.2. is not an owner, director, officer, employee, contractor, subcontractor or agent o f a BDDS approved Provider Entity authorizing the committee; and

3.2.1.2.3. is responsible for coordinating the committee's functions;

3.2.1.3. have a written policy defining the committee's functions, including review of:

3.2.1.3.1. the use of restrictive interventions with an individual; and

3.2.1.3.2. other human rights issues for individuals.

3.2.1.4. consist of, in addition to the chairperson:

3.2.1.4.1. at least one person who meets Behavioral Support Services provider qualifications per 460 IAC 6-4.3-2;

3.2.1.4.2. at least one person with one or more years of work experience in the field of developmental disabilities who is:

3.2.1.4.2.1. a physician;

3.2.1.4.2.2. a licensed nurse; or

3.2.1.4.2.3. a person who holds at minimum of a bachelor's degree in:

3.2.1.4.2.3.1. Occupational Therapy;

3.2.1.4.2.3.2. Physical Therapy;

3.2.1.4.2.3.3. Speech-Language Pathology;

3.2.1.4.2.3.4. sociology;

3.2.1.4.2.3.5. special education;

3.2.1.4.2.3.6. rehabilitation;

3.2.1.4.2.3.7. psychology, or

3.2.1.4.2.3.8. Other related human services field;

3.2.1.4.3. at least one person with a developmental disability.

3.2.1.5. require participation of a minimum of 3 members for any meeting during which decisions involving Individual entitlements or rights are made, and 1 DDRS Policy Manual Date Effective: Feb. 21, 2011 Policy Number: BDS 460 0221 012 Human Rights Committee

3.2.1.6. disallow participation in committee deliberation and decision making by members of the Individualized Support Team of the Individual whose entitlements or rights are being addressed.

3.3. DEFINITIONS

3.3.1. "BDS" means bureau of disability services as created under IC 12-11-1.1-1.

3.3.2. "DDRS" means the division of disability and rehabilitative services as established by IC 12-9-1-1.

3.4. REFERENCES IC 12-8-8-4 IC 12-9-2-3 460 lAC 6-10-12 Protection of an Individual's Rights policy Use of Aversive Techniques policy Use of Restrictive Interventions, Including Restraint policy Behavioral Support Plan policy

(Latest 9/17/2024 Reagan Carr, Recruiter and HR Manager)

4. **United States Constitution**

4.1. Assisted Independence, LLC. recognizes the Law of God and the supreme law of the land in the United States, and therefore, includes the opening statement of the United States Constitution, the Bill of Rights, and all subsequent Constitutional Amendments within our Policies and Procedures.
4.2. 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.
4.3. Amendment I (1791): Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.
4.4. Amendment II (1791): A well regulated Militia, being necessary to the security of a free State, the right of the people to keep and bear Arms, shall not be infringed.
4.5. Amendment III (1791): No Soldier shall, in time of peace be quartered in any house, without the consent of the Owner, nor in time of war, but in a manner to be prescribed by law.
4.6. Amendment IV (1791): The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no Warrants shall issue, but upon probable cause, supported by Oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized.
4.7. Amendment V (1791): No person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment or indictment of a Grand Jury, except in cases arising in the land or naval forces, or in the Militia, when in actual service in time of War or public danger; nor shall any person be subject for the same offence to be twice put in jeopardy of life or limb; nor shall be compelled in any criminal case to be a witness against himself, nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation.
4.8. Amendment VI (1791): In all criminal prosecutions, the accused shall enjoy the right to a speedy and public trial, by an impartial jury of the State and district wherein the crime shall have been committed, which district shall have been previously ascertained by law, and to be informed of the nature and cause of the accusation; to be confronted with the witnesses against him; to have compulsory process for obtaining witnesses in his favor, and to have the Assistance of Counsel for his defence.
4.9. Amendment VII (1791): In Suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no

fact tried by a jury, shall be otherwise re-examined in any Court of the United States, than according to the rules of the common law.

4.10. Amendment VIII (1791): Excessive bail shall not be required, nor excessive fines imposed, nor cruel and unusual punishments inflicted.

4.11. Amendment IX (1791): The enumeration in the Constitution, of certain rights, shall not be construed to deny or disparage others retained by the people.

4.12. Amendment X (1791): The powers not delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States respectively, or to the people.

4.13. Amendment XI (1795/1798): The Judicial power of the United States shall not be construed to extend to any suit in law or equity, commenced or prosecuted against one of the United States by Citizens of another State, or by Citizens or Subjects of any Foreign State.

4.14. Amendment XII (1804): The Electors shall meet in their respective states and vote by ballot for President and Vice-President, one of whom, at least, shall not be an inhabitant of the same state with themselves; they shall name in their ballots the person voted for as President, and in distinct ballots the person voted for as Vice-President, and they shall make distinct lists of all persons voted for as President, and of all persons voted for as Vice-President, and of the number of votes for each, which lists 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 for President, shall be the President, if such number be a majority of the whole number of Electors appointed; and if no person have such majority, then from the persons having the highest numbers not exceeding three on the list of those voted for as President, the House of Representatives shall choose immediately, by ballot, the President. But in choosing 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. And if the House of Representatives shall not choose a President whenever the right of choice shall devolve upon them, before the fourth day of March next following, then the Vice-President shall act as President, as in the case of the death or other constitutional disability of the President—The person having the greatest number of votes as Vice-President, shall be the Vice-President, if such number be a majority of the whole number of Electors appointed, and if no person have a majority, then from the two highest numbers on the list, the Senate shall choose the Vice-President; a quorum for the purpose shall consist of two-thirds of the whole number of

Senators, and a majority of the whole number shall be necessary to a choice. But no person constitutionally ineligible to the office of President shall be eligible to that of Vice-President of the United States.

4.15. Amendment XIII (1865): Section 1. Neither slavery nor involuntary servitude, except as a punishment for crime whereof the party shall have been duly convicted, shall exist within the United States, or any place subject to their jurisdiction. Section 2. Congress shall have power to enforce this article by appropriate legislation.

4.16. Amendment XIV (1868): Section 1. All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws. Section 2. Representatives shall be apportioned among the several States according to their respective numbers, counting the whole number of persons in each State, excluding Indians not taxed. But when the right to vote at any election for the choice of electors for President and Vice President of the United States, Representatives in Congress, the Executive and Judicial officers of a State, or the members of the Legislature thereof, is denied to any of the male inhabitants of such State, being twenty-one years of age, and citizens of the United States, or in any way abridged, except for participation in rebellion, or other crime, the basis of representation therein shall be reduced in the proportion which the number of such male citizens shall bear to the whole number of male citizens twenty-one years of age in such State. Section 3. No person shall be a Senator or Representative in Congress, or elector of President and Vice President, or hold any office, civil or military, under the United States, or under any State, who, having previously taken an oath, as a member of Congress, or as an officer of the United States, or as a member of any State legislature, or as an executive or judicial officer of any State, to support the Constitution of the United States, shall have engaged in insurrection or rebellion against the same, or given aid or comfort to the enemies thereof. But Congress may by a vote of two-thirds of each House, remove such disability. Section 4. The validity of the public debt of the United States, authorized by law, including debts incurred for payment of pensions and bounties for services in suppressing insurrection or rebellion, shall not be questioned. But neither the United States nor any State shall assume or pay any debt or obligation incurred in aid of insurrection or rebellion against the United States, or any claim for the loss or emancipation of any slave; but all such debts, obligations and claims shall be held illegal and void. Section 5. The

Congress shall have power to enforce, by appropriate legislation, the provisions of this article.

4.17. Amendment XV (1870): Section 1. The right of citizens of the United States to vote shall not be denied or abridged by the United States or by any State on account of race, color, or previous condition of servitude. Section 2. The Congress shall have power to enforce this article by appropriate legislation.

4.18. Amendment XVI (1913): The Congress shall have power to lay and collect taxes on incomes, from whatever source derived, without apportionment among the several States, and without regard to any census or enumeration.

4.19. Amendment XVII (1913): The Senate of the United States shall be composed of two Senators from each State, elected by the people thereof, for six years; and each Senator shall have one vote. The electors in each State shall have the qualifications requisite for electors of the most numerous branch of the State legislatures. When vacancies happen in the representation of any State in the Senate, the executive authority of such State shall issue writs of election to fill such vacancies: Provided, That the legislature of any State may empower the executive thereof to make temporary appointments until the people fill the vacancies by election as the legislature may direct. This amendment shall not be so construed as to affect the election or term of any Senator chosen before it becomes valid as part of the Constitution.

4.20. Amendment XVIII (1919): Section 1. After one year from the ratification of this article the manufacture, sale, or transportation of intoxicating liquors within, the importation thereof into, or the exportation thereof from the United States and all territory subject to the jurisdiction thereof for beverage purposes is hereby prohibited. Section 2. The Congress and the several States shall have concurrent power to enforce this article by appropriate legislation. Section 3. This article shall be inoperative unless it shall have been ratified as an amendment to the Constitution by the legislatures of the several States, as provided in the Constitution, within seven years from the date of the submission hereof to the States by the Congress.

4.21. Amendment XIX (1920): The right of citizens of the United States to vote shall not be denied or abridged by the United States or by any State on account of sex. Congress shall have power to enforce this article by appropriate legislation.

4.22. Amendment XX (1933): Section 1. The terms of the President and Vice President shall end at noon on the 20th day of January, and the terms of Senators and Representatives at noon on the 3d day of January, of the years in which such terms would have ended if this article had not been ratified; and the terms of their successors shall then begin. Section 2. The Congress shall assemble at least once in every year, and such meeting shall begin at noon on the 3d day of January, unless they shall by law appoint a different day. Section 3. If, at the time fixed for

the beginning of the term of the President, the President elect shall have died, the Vice President elect shall become President. If a President shall not have been chosen before the time fixed for the beginning of his term, or if the President elect shall have failed to qualify, then the Vice President elect shall act as President until a President shall have qualified; and the Congress may by law provide for the case wherein neither a President elect nor a Vice President elect shall have qualified, declaring who shall then act as President, or the manner in which one who is to act shall be selected, and such person shall act accordingly until a President or Vice President shall have qualified. Section 4. The Congress may by law provide for the case of the death of any of the persons from whom the House of Representatives may choose a President whenever the right of choice shall have devolved upon them, and for the case of the death of any of the persons from whom the Senate may choose a Vice President whenever the right of choice shall have devolved upon them. Section 5. Sections 1 and 2 shall take effect on the 15th day of October following the ratification of this article. Section 6. This article shall be inoperative unless it shall have been ratified as an amendment to the Constitution by the legislatures of three-fourths of the several States within seven years from the date of its submission.

4.23. Amendment XXI (1933): Section 1. The eighteenth article of amendment to the Constitution of the United States is hereby repealed. Section 2. The transportation or importation into any State, Territory, or possession of the United States for delivery or use therein of intoxicating liquors, in violation of the laws thereof, is hereby prohibited. Section 3. This article shall be inoperative unless it shall have been ratified as an amendment to the Constitution by conventions in the several States, as provided in the Constitution, within seven years from the date of the submission hereof to the States by the Congress.

4.24. Amendment XXII (1951): Section 1. No person shall be elected to the office of the President more than twice, and no person who has held the office of President, or acted as President, for more than two years of a term to which some other person was elected President shall be elected to the office of the President more than once. But this Article shall not apply to any person holding the office of President, when this Article was proposed by the Congress, and shall not prevent any person who may be holding the office of President, or acting as President, during the term within which this Article becomes operative from holding the office of President or acting as President during the remainder of such term. Section 2. This article shall be inoperative unless it shall have been ratified as an amendment to the Constitution by the legislatures of three-fourths of the several States within seven years from the date of its submission to the States by the Congress.

4.25. Amendment XXIII (1961): Section 1. The District constituting the seat of Government of the United States shall appoint in such manner as the Congress may direct: A number of electors of President and Vice President equal to the whole number of Senators and Representatives in Congress to which the District would be entitled if it were a State, but in no event more than the least populous State; they shall be in addition to those appointed by the States, but they shall be considered, for the purposes of the election of President and Vice President, to be electors appointed by a State; and they shall meet in the District and perform such duties as provided by the twelfth article of amendment. Section 2. The Congress shall have power to enforce this article by appropriate legislation.

4.26. Amendment XXIV (1964): Section 1. The right of citizens of the United States to vote in any primary or other election for President or Vice President for electors for President or Vice President, or for Senator or Representative in Congress, shall not be denied or abridged by the United States or any State by reason of failure to pay any poll tax or other tax. Section 2. The Congress shall have power to enforce this article by appropriate legislation.

4.27. Amendment XXV (1967): Section 1. In case of the removal of the President from office or of his death or resignation, the Vice President shall become President. Section 2. Whenever there is a vacancy in the office of the Vice President, the President shall nominate a Vice President who shall take office upon confirmation by a majority vote of both Houses of Congress. Section 3. Whenever the President transmits to the President pro tempore of the Senate and the Speaker of the House of Representatives his written declaration that he is unable to discharge the powers and duties of his office, and until he transmits to them a written declaration to the contrary, such powers and duties shall be discharged by the Vice President as Acting President. Section 4. Whenever the Vice President and a majority of either the principal officers of the executive departments or of such other body as Congress may by law provide, transmit to the President pro tempore of the Senate and the Speaker of the House of Representatives their written declaration that the President is unable to discharge the powers and duties of his office, the Vice President shall immediately assume the powers and duties of the office as Acting President. Thereafter, when the President transmits to the President pro tempore of the Senate and the Speaker of the House of Representatives his written declaration that no inability exists, he shall resume the powers and duties of his office unless the Vice President and a majority of either the principal officers of the executive department or of such other body as Congress may by law provide, transmit within four days to the President pro tempore of the Senate and the Speaker of the House of Representatives their written declaration that the President is unable to discharge the powers and duties of his office. Thereupon Congress shall decide the issue,

assembling within forty-eight hours for that purpose if not in session. If the Congress, within twenty-one days after receipt of the latter written declaration, or, if Congress is not in session, within twenty-one days after Congress is required to assemble, determines by two-thirds vote of both Houses that the President is unable to discharge the powers and duties of his office, the Vice President shall continue to discharge the same as Acting President; otherwise, the President shall resume the powers and duties of his office.

4.28. Amendment XXVI (1971): Section 1. The right of citizens of the United States, who are eighteen years of age or older, to vote shall not be denied or abridged by the United States or by any State on account of age. Section 2. The Congress shall have power to enforce this article by appropriate legislation.

4.29. Amendment XXVII (1992): No law varying the compensation for the services of the Senators and Representatives shall take effect, until an election of Representatives shall have intervened.

(*Revised on: 10/20/2026, Nathan Red, President*)

5. **Mandatory Components of an Investigation**

5.1. Investigations will never be completed by the alleged perpetrator of Abuse, Neglect, and/or Exploitation.

5.2. The Quality Assurances Director will complete an investigation in the event the CEO, or other investigator, is the alleged perpetrator.

5.3. The alleged perpetrator, including the CEO, will be suspended from any and all duties until the investigation is completed.

5.4. The Quality Assurances Director will ensure all investigations meet the above and below requirements by reviewing each investigation to ensure each investigation includes all mandatory components of an investigation.

5.5. Assisted Independence, LLC. will put investigative procedures in place in the event an allegation or grievance is brought to attention, including;

5.5.1. Internal review of the death of an individual receiving supports;

5.5.2. Investigations into alleged abuse, neglect, or exploitation of an individual receiving supports;

5.5.3. Investigations into significant injuries of unknown origin, as defined in the Incident Report policy; and

5.5.4. Investigations as otherwise requested by the Bureau of Disability Services (BDS) Director or Bureau of Quality Improvement Supports (BQIS) Director

5.6. Mandatory components of an investigation/review as addressed in this policy include;

5.6.1. A clear statement indicating why the investigation/review is being conducted along with the nature of the allegation/event.

5.6.2. 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.

5.6.3. Identification by name and title of all involved parties or alleged involved parties including;
5.6.3.1. Any victim(s) or alleged victim(s)
5.6.3.2. All employees assigned to the victim(s) or alleged victim(s) at the time of the incident;
5.6.3.3. All alleged perpetrators, when indicated; and
5.6.3.4. All actual or potential witnesses to the event or alleged event.
5.6.4. Signed and dated statements from all involved parties, including all actual and potential witnesses to the event or alleged event.
5.6.5. A statement describing all record and other document review associated with the event or alleged event.
5.6.6. Copies of all records and other documents reviewed that provide evidence supporting the findings of the investigation or review.
5.6.7. If there are any discrepancies/conflicts between the evidence gathered, the discrepancy is resolved and/or explained.
5.6.8. 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.
5.6.9. A clear statement of substantiation or non-substantiation of any allegation that includes a description/summary of the evidence that resulted in the finding.
5.6.10. 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.
5.6.11. The signature, name and title of the person completing the investigation.
5.6.12. The date the investigation was completed.

5.7. At any time, any directors, officers, agents, employees, contractors, or subcontractors may be subject to
5.7.1. Suspension
5.7.2. Termination
5.7.3. Any other disciplinary action(s) as determined by Assisted Independence, LLC.

5.8. Assisted Independence, LLC. will be in compliance with **460 IAC 6-9-5 Sec 5 (a) (1):** Alleged, suspected, or actual abuse, neglect, or exploitation of an individual - An incident in this category shall also be reported to adult protective services or child protection services as applicable. The provider shall suspend staff involved in an incident from duty pending investigation by the provider.

(*Revised on: 04/28/2025, Nathan Red, President*)

6. **Provider Complaint / Grievance Reporting Procedure**

6.1. 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.

6.2. 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.

6.3. 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.

6.4. To protect an individual's rights and enable an individual to exercise their individual's rights, Assisted Independence, LLC. shall do the following:

6.4.1. Provide an individual with humane care and protection from harm.

6.4.2. Provide supports that:

6.4.2.1. are meaningful and appropriate; and

6.4.2.2. comply with:

6.4.2.2.1. standards of professional practice;

6.4.2.2.2. guidelines established by accredited professional organizations if applicable; and

6.4.2.2.3. budgetary constraints; in a safe, secure, and supportive environment.

6.4.3. 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.

6.4.4. Inform the individual and/or the individual’s guardians of the definition of a formal complaint/ grievance.

6.4.5. Make complaint procedures readily available and understandable to individuals supported.

6.4.6. Document all formal complaints received.

6.5. 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.

6.6. Under the Grievance Reporting and Procedure, you should submit a grievance in the following sequence.

6.6.1. Informal Complaint - The individual and family are encouraged to discuss grievances with the direct employee. If the employee cannot resolve a grievance, the employee shall inform the individual of the grievance procedure and inform the direct supervisor about the grievance.

6.6.2. Formal Complaints- An individual can bypass the Informal Complaint with the following options of action;

6.6.2.1. Utilizing our website to file a grievance by visiting www.assistedindependence.care/contact.

6.6.2.2. 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 Form at the site of service delivery.

6.6.2.3. Contacting the employee's direct supervisor directly, either through emailing or phone. (See contact information below).

6.6.2.4. Completion and mailing of the Annual Survey of Individual Satisfaction.

6.6.3. 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 employee's direct supervisor, 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.

6.6.4. The Division of Disability and Rehabilitative Services (DDRS) Policy Manual lists these classifications of complaints:

6.6.4.1. 1.) **Urgent** - an immediate or direct serious adverse effect on the health, rights or welfare of an individual;

6.6.4.1.1. If an urgent compliant is by someone other than the guardian, the guardian shall be notified within twenty-four (24) hours, if applicable.

6.6.4.2. 2.) **Critical** - an indirect threat to the health, rights or welfare of an individual; and

6.6.4.2.1. If a critical complaint is by someone other than the guardian, the guardian shall be notified within twenty-four (24) hours, if applicable.

6.6.4.3. 3.) **Non-Critical** - threats less than those described above.

6.7. Once the grievance is received, Assisted Independence, LLC. will initiate an investigation within two (2) business days.

6.8. Assisted Independence, LLC. will provide in the individual's usual mode of communication:

6.8.1. Acknowledgement of reception of the complaint to the individual who filed the complaint within seven (7) business days.

6.8.2. The rights and responsibilities of each party.

6.8.3. The individual's constitutional and statutory rights by the Bureau Disability Services (BDS); and

6.8.4. the complaint procedure established by Assisted Independence, LLC. for processing complaints.

6.8.5. The availability of advocates or other assistances.

6.9. 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.

6.10. 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.

6.11. If for any reason the individual is not satisfied with the proposed resolution, you may contact the employee's direct supervisor 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 employee's direct supervisor's decision and recommendations will be final.

6.12. All individuals receiving support through 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.

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

(*Revised on: 02/19/2025, Nathan Red, President*)

7. **Bureau of Disabilities Services (BDS) Complaints: Medicaid and Stateline Funded Services**

7.1. It is the responsibility of the Bureau of Disabilities Services (BDS) to provide clear guidance regarding the BDS complaint processes and utilized procedures.

This includes but is not limited to outlining the classification of report standards, modes of investigation, required information, required notifications, facts of finding, and corrective action methods.

7.2. The policy underscores the importance of prioritizing the needs and preferences of those receiving Medicaid and stateline funded services, ensuring that they have access to the best possible support to promote safety, and well-being. This policy is applicable to all providers of home and community-based waiver services including case management organizations; as well as stateline services.

7.3. It is the policy of the Bureau of Disabilities Services (BDS) to triage and investigate complaints involving individuals receiving services through BDS programs.

7.4. Initial Reporting

7.4.1. Anyone may file a complaint on behalf of an individual receiving Medicaid and stateline funded services. Complaints can be filed using a variety of methods including, but not limited to:

7.4.1.1. Completing an online complaint form;

7.4.1.2. Emailing BDS.Help@fssa.in.gov; or

7.4.1.3. Calling 800-545-7763.

7.5. Triaging and Classification of Complaint:

7.5.1. BDS, or its designee, shall triage all complaints to determine a classification for the complaint.

7.5.2. Complaint classifications are:

7.5.2.1. Urgent Complaint: a report involving a direct and immediate impact on an individual's health, rights, or welfare.

7.5.2.2. Critical Complaint: A report indicating an indirect or potential threat to an individual's health, rights, or welfare.

7.5.2.3. Non-critical Complaint: A report that does not meet the criteria for urgent or critical classification. These may be categorized as exploratory or awaiting team resolution.

7.5.2.4. Invalid Complaint: A report that fails to meet the definition of a complaint and/or is redirected to another entity for further review or investigation.

7.6. Investigation Protocol

7.6.1. 1. Upon receiving a complaint or report alleging a provider’s noncompliance with the requirements of Medicaid, the Medicaid waiver program, or other applicable state and/or federal rules or program requirements, BDS, or its designee, shall conduct an investigation and determine the best course of action through any of the following means:

7.6.1.1. Requesting and obtaining information from the provider;

7.6.1.2. Announced or unannounced onsite inspections;

7.6.1.3. Meeting with an individual;
7.6.1.4. Meeting with an individual's legal representative, as applicable;
7.6.1.5. Reviewing provider service records and documentation;
7.6.1.6. Reviewing personal information and records of an individual;
7.6.1.7. Follow-up inspections as determined necessary to ensure compliance with required corrective action plans.

7.7. Requesting and Obtaining Information from the Provider

7.7.1. As outlined in Investigative Protocol 1(a) above, it is necessary for providers to fully cooperate with any/all requests made by BDS, or its designee.

7.7.2. Requests for documentation are sent electronically to the provider and the documentation must be submitted to BDS, or its designee, within the specified timeframe.

7.7.3. If the requested documentation is not received by BDS or its designee within the specified timeframe, a second documentation request will be sent electronically.

7.7.4. If the requested documentation is not received by BDS or its designee after the second request, the provider will receive notification that they have been referred to the BDS Director, or designee, for further action.

7.7.5. Further action could be a provider being subjected to a citation of violation which may include:

7.7.5.1. Civil sanctions;
7.7.5.2. Moratorium; and/or
7.7.5.3. Termination as a BDS provider.

7.8. Protected Health Information

7.8.1. BDS, and its designee, shall manage Protected Health Information (PHI) in accordance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

7.8.2. Pursuant to Indiana law, the complaint process is completely confidential. The BDS, and its designee, shall not release the complaint. The BDS, and its designee, shall only release the investigative summary to the provider against whom the complaint was made. The BDS shall notify the complainant only of the completion of the monitoring and the completion of any corrective action by the provider. Additionally, the BDS shall notify any individuals who are directly related to the complaint and their legal guardians, if applicable, of the opening of a complaint, findings of a violation, and if the provider completed any corrective action plans to the satisfaction of BDS. These individuals, and their legal guardians, if applicable, may also request a copy of the investigative summary. This

information will not be provided to any individuals that were included in a random sample or audit.

7.9. Photographic or Video Documentation

7.9.1. Photographs or videos may be used during an investigation as determined appropriate by BDS, or its designee.

7.10. Interviews

7.10.1. BDS, or its designee, shall conduct one-on-one (1:1) interviews with individuals in BDS services unless:

7.10.1.1. A legal representative requests to participate;

7.10.1.2. BDS, or its designee, identifies the need for an interpreter;

7.10.1.3. BDS, or its designee, identifies the need for a selected advocate; or

7.10.1.4. The individual requests their legal representative's presence.

7.10.2. At the time of the interview, BDS, or its designee, shall inform the individual that they can request the presence of a legal representative.

7.10.3. Interviews with other parties shall be one-on-one, unless BDS, or its designee, determines the need to include a third party. Other parties may include, but are not limited to:

7.10.3.1. The identified case manager;

7.10.3.2. Direct Service Worker;

7.10.3.3. Other Identified members of the Individualized Support Team (IST).

7.11. Documentation Review

7.11.1. Provider documentation shall be reviewed as determined necessary by BDS, or its designee, including, but not limited to:

7.11.1.1. Provider policies;

7.11.1.2. Personnel records as required by 460 IAC 6-15-2 or 455 IAC 2-14-1;

7.11.1.3. Documentation of service delivery to an individual;

7.11.1.4. Incident reports, both internal incident reports and those filed with BDS;

7.11.1.5. . Person Centered Individualized Support Plans (PCISPs), Behavioral Support Plans (BSPs), High-Risk Plans (HRPs), behavioral tracking, etc.

7.11.1.6. Internal investigations;

7.11.1.7. Other provider documentation as determined necessary by BDS, or its designee.

7.11.2. Other documentation may also be reviewed as determined necessary by BDS, or its designee, including, but not limited to:

7.11.2.1. Electronic Visit Verification (EVV) records;

7.11.2.2. Billing claims data;

7.11.2.3. Other documentation as determined appropriate by BDS, or its designee.

7.12. Investigative Summaries

7.12.1. Upon completion of an investigation, BDS, or its designee, shall issue a written report (investigation summary).

7.12.2. Investigation summaries will document the findings and identify corrective actions.

7.12.3. Abbreviated investigation summaries may be completed when a Corrective Action Plan (CAP) is not warranted.

7.12.3.1. Examples of abbreviated investigations include, but are not limited to:

7.12.3.1.1. The complaint is pending the individualized support team (IST) working together to resolve the issue;

7.12.3.1.2. The provider was made aware of the issue and resolved prior to investigation completion.

7.12.4. Investigation summaries, including a request for a corrective action plan (CAP), if needed, shall be forwarded to the provider typically within:

7.12.4.1. Thirty (30) business days for complaints classified as urgent;

7.12.4.2. Forty-five (45) business days for complaints classified as critical.

7.12.4.3. Note: there may be times when these reports are not issued within these timeframes for various reasons which could include delay in receiving the required documentation, difficulty reaching necessary parties for interviews, new allegations discovered during the investigation, etc.

7.12.5. Abbreviated investigation summaries shall be forwarded to the provider at the conclusion of the IST's activities to resolve the issue.

7.13. Submission of Corrective Action Plans (CAPs):

7.13.1. Providers shall complete and implement a corrective action plan (CAP) to the satisfaction of BDS, or its designee, and within the timeframe specified in the investigation summary. A CAP is a formal action taken by BDS when a finding determines noncompliance with state and/or federal rules or program requirements.

7.13.1.1. Note: In situations involving immediate health and safety concerns, the timeline for submitting a Corrective Action Plan (CAP) may be shortened at the discretion of BDS. The provider shall comply with any expedited deadlines communicated in such cases to ensure timely resolution and mitigation of risk.

7.13.2. Within ten (10) business days of the date of issuance of an investigation summary, a provider may submit an alternative CAP, assigned by BDS, or its designee, with the following being adhered to:

7.13.2.1. The provider must submit the alternative CAP through the designated system for consideration;

7.13.2.2. The proposed alternative corrective action will be reviewed by BDS or its designee to determine if it meets the criteria to address deficiencies identified during the investigation;

7.13.2.3. The provider will be notified if the alternative corrective action is approved, if there are modifications to the proposed corrective action, or if the original corrective action stands.

7.14. Validation of Corrective Action Plans

7.14.1. 1. Upon validation of the successful implementation of a CAP as determined by BDS, or its designee, BDS, or its designee, shall notify the following entities electronically of complaint closure:

7.14.1.1. The provider indicated;

7.14.1.2. The complainant; and

7.14.1.3. The individual(s) who were the focus of the complaint, as well as their legal representatives, when applicable.

7.14.2. When BDS, or its designee, is unable to validate successful implementation of a CAP, BDS, or its designee, BDS shall notify the provider of the reason(s) for non-validation and alert the provider to a 2nd attempt at validation, to occur within twenty (20) business days of the 1st validation attempt, with the following being adhered to:

7.14.2.1. If BDS, or its designee, is unable to validate successful implementation of a CAP following the second verification, the provider will receive notification that they have been referred to the state for further action;

7.14.3. The provider may be subject to a citation of violation which may include:

7.14.3.1. Civil sanctions;

7.14.3.2. Moratorium; and/or

7.14.3.3. Termination as a BDS provider.

7.15. Written Communication

7.15.1. All written communication between a provider and BDS, or its designee, shall be in electronic format using BDS designated electronic platform and/or email (emails must be encrypted and/or meet HIPAA compliance).

7.16. Additional Notifications

7.16.1. Notification of suspected fraud shall be provided as indicated to:

7.16.1.1. The Medicaid Fraud Control Unit of Indiana; and/or

7.16.1.2. The Social Security Administration Office of the Inspector General; and/or

7.16.1.3. Other entities as determined by BDS.

7.17. Invalid Complaints

7.17.1. 1. If a complaint is determined to be invalid:

7.17.1.1. The complainant is contacted and notified that there is not a violation of 460 IAC or 455 IAC. The complainant is also provided with any applicable resources.

7.17.1.2. As applicable, the complaint is referred to the appropriate entity which may include:

7.17.1.2.1. Indiana Department of Health;

7.17.1.2.2. Division of Family Resources;

7.17.1.2.3. Office of Medicaid Policy and Planning;

7.17.1.2.4. Vocational Rehabilitation;

7.17.1.2.5. Division of Mental Health and Addiction;

7.17.1.2.6. Other entities as determined by BDS.

7.17.1.3. The complaint is marked invalid in the system.

(*Revised on: 01/14/2026, Nathan Red, President*

8. **Prohibiting Violations of Individual Rights**

8.1. Assisted Independence, LLC. shall not:

8.1.1. abuse, neglect, exploit, or mistreat an individual; or

8.1.2. violate an individual's rights.

8.1.3. humiliate any individual in any shape or form

8.2. Assisted Independence, LLC., who delivers supports through employees or agents, has adopted policies and procedures that prohibit:

8.2.1. abuse, neglect, exploitation, or mistreatment of an individual; or

8.2.2. violation of an individual's rights.

8.2.3. any standing policies and procedures that restrict individuals' rights.

8.3. It is the policy of Assisted Independence, LLC. to prevent Financial Exploitation:

8.3.1. 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.

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

8.3.3. The payment method in which was used by the individual supported must be returned to the individual/guardian, including exact cash change following cash purchases.

8.4. It is the policy of Assisted Independence, LLC. that aversive techniques shall not be used to support individuals receiving waiver funded supports

8.4.1. 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:

8.4.1.1. Contingent exercise

8.4.1.2. Contingent noxious stimulation

8.4.1.3. Corporal punishment
8.4.1.4. Negative practice
8.4.1.5. Overcorrection
8.4.1.6. Seclusion
8.4.1.7. Visual or facial screening
8.4.1.8. Any other technique that:
8.4.1.8.1. incorporates the use of painful or noxious stimuli;
8.4.1.8.2. incorporates denial of any health-related necessity; or
8.4.1.8.3. degrades the dignity of an Individual.

8.5. Practices prohibited under this section include the following:
8.5.1. Corporal punishment inflicted by the application of painful stimuli to the body, which includes:
8.5.1.1.forced physical activity or contingent exercise;
8.5.1.2.hitting;
8.5.1.3.pinching;
8.5.1.4.the application of painful or contingent noxious stimuli;
8.5.1.5.the use of electric shock; or
8.5.1.6.the infliction of physical pain.
8.5.2. Negative practice
8.5.3. Seclusion by placing an individual alone in a room or other area from which exit is prevented.
8.5.4. Overcorrection.
8.5.5. Verbal abuse, including screaming, swearing, name-calling, belittling, or other verbal activity that may cause damage to an individual's self-respect or dignity.
8.5.6. Visual or facial screening / mirroring.
8.5.6.1. Screening: covering an individual’s face so that they cannot see as a negative punishment.
8.5.6.2. Mirroring: forcing an individual to stare at his/her reflection for prolonged periods of time, as punishment
8.5.7. Mechanical restraints, except for when ordered as a medical restraint
8.5.8. Prone restraints.
8.5.9. A practice that denies an individual any of the following without a physician's order:
8.5.9.1.Sleep.
8.5.9.2.Shelter.
8.5.9.3.Food.
8.5.9.4.Drink.
8.5.9.5.Physical movement for prolonged periods of time.
8.5.9.6.Medical care or treatment.

8.5.9.7. Use of bathroom facilities.

8.5.10. Work or chores benefiting [sic., benefiting] others without pay unless:

8.5.10.1. 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;

8.5.10.2. Assisted Independence, LLC. 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.

8.5.10.3. 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

8.5.10.4. an individual's desire to perform volunteer work in the community.

8.6. The Rights Assessment will be conducted once annually by the Director of Direct Supports with the individual supported if said individual supported is age sixteen (16) years or older. This does not include the initial first six months of support, or if the Director of Direct Supports is within six months of their employment start date. Completed Rights Assessments will be uploaded to the Bureau of Disability Services (BDS) online portal.

8.7. Any owners, directors, officers, employees, agents, contractors, or subcontractors of Assisted Independence, LLC. shall not retaliate in any way, shape, or form against any individual who makes allegations against any owners, directors, officers, employees, agents, contractors, or subcontractors of Assisted Independence, LLC.

8.8. 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.

8.9. In order to prevent any potential rights violations or restrictions, a Human Rights Committee (HRC) established by Assisted Independence, LLC. will be available for any and all cases.

(*Revised on: 02/19/2025, Nathan Red, President*)

9. **Supports Provided through Assisted Independence, LLC**

9.1. Assisted Independence, LLC. supports individuals through the supports listed below.

9.1.1. **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 Indiana Administrative Code (IAC) 460 Section 10.6*

9.1.2. **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. Participant Assistance and Care (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 Indiana Administrative Code (IAC) 460 Section 10.30*

9.1.3. **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 Division of Disability and Rehabilitative Services (DDRS) approved day habilitation facility, or a non-private residential setting (such as a respite home). *According to Indiana Administrative Code (IAC) 460 Section 10.24*

9.1.4. **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 Indiana Administrative Code (IAC) 460 Section 10.21*

9.1.5. **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 Indiana Administrative Code (IAC) 460 Section 10.21*

9.1.6. **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. *According to Indiana Administrative Code (IAC) 460*

9.1.6.1. To ensure fair access to services for all applicants and referrals, in keeping Assisted Independence, LLC's commitment to provide accessible services, Assisted Independence, LLC. has developed the following

9.1.6.1.1. Entry/Admissions Criteria for receiving Residential Habilitation & Support:

9.1.6.1.1.1. The individual and/or the individual's guardian seeking services must reside independently or in a family-owned home; i.e. Assisted Independence, LLC. does not provide Residential Habilitation & Support at any group home or Supported Living Environment.

9.1.6.1.1.2. The individual and/or the individual's guardian seeking services must fund the service privately or with the Community Integration and Habilitation (CIH) Waiver

9.1.6.1.1.3. The individual and/or the individual's guardian seeking services must select Assisted Independence, LLC. and sign a Medicaid Waiver Choice List which is to be provided to the individual's Case Manager

9.1.6.1.1.4. The individual and/or the individual's guardian seeking services must be willing to attend Quarterly Individualized Support Team (IST) Meetings.

9.1.6.1.1.5. Assisted Independence, LLC. must have access to truthful, accurate, and complete historical information about the individual seeking service's behavior.

9.1.6.1.2. Entry/Admissions Denial Criteria for receiving Residential Habilitation & Support:

9.1.6.1.2.1. Assisted Independence, LLC. does not have adequate Direct Support Professional (DSP) staff in the location, or an eligible preferred caregiver is not referred, for the individual seeking services.

9.1.6.1.2.2. The individual seeking service's residence is at a Supported Living Environment or group home.

9.1.6.1.2.3. The individuals is unable to fund/pay for the service.

9.1.6.1.2.4. Based on the discretion of the supervisory Director of Direct Supports in the event the individual refuses and/or the individual's guardian refuses to seek or retain behavioral therapy/ modification/ management/ treatment for potentially harmful behaviors to oneself or others and/or property.

9.1.6.1.2.5. The individual and/or the individual's guardian seeking services place of residence contains environmental hazard(s) and the individual and/or the individual's guardian seeking services refuses to seek remediation for the environmental hazard(s).

9.1.6.1.2.6. The following criminal history convictions of the individual supported result in Entry/ Admissions denial:

9.1.6.1.2.6.1. Sex crime;

9.1.6.1.2.6.2. Battery;
9.1.6.1.2.6.3. Neglect;
9.1.6.1.2.6.4. Exploitation of an endangered adult or of a child
9.1.6.1.2.6.5. Failure to report Battery, Neglect or Exploitation of an endangered adult or of a child;
9.1.6.1.2.6.6. Criminal conversion:
9.1.6.1.2.6.7. Criminal deviate conduct;
9.1.6.1.2.6.8. Murder;
9.1.6.1.2.6.9. Voluntary manslaughter;
9.1.6.1.2.6.10. Involuntary manslaughter;

9.1.7. **Family and Caregiver 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. *According to Indiana Administrative Code (IAC) 460*

9.1.8. **Remote Supports (formerly known as 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. *According to Indiana Administrative Code (IAC) 460*

9.1.9. **Transportation -** Transportation supports (as specified in the Family Support Waiver [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 Person-Centered Individualized Support Plan (PCISP) and Plan of Care (POC). Transportation supports (as specified in the Community Integration and Habilitation Waiver [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 Plan of Care (POC). *According to Indiana Administrative Code (IAC) 460*

9.1.10. **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 a Registered Nurse (RN) or Licensed Practical Nurse (LPN) to properly coordinate their medical needs. *According to Indiana Administrative Code (IAC) 460*
(Latest Revision: 02/19/2025, Nathan Red, President)

10. **Professional Qualifications & Requirements**
    10.1. It is the policy of Assisted Independence, LLC. to meet all professional qualifications and requirements in order to support individuals with developmental disabilities.
    10.2. A Provider shall ensure that services provided to an Individual:
        10.2.1. meet the needs of the Individual;
        10.2.2. conform to the Individual's Individualized Support Plan (ISP); and
        10.2.3. are provided by qualified personnel as required in this policy.
    10.3. 2. A Provider shall maintain documentation that:
        10.3.1. the Provider meets the requirements for providing services under 460 IAC 6 and the Division of Disability and Rehabilitative Services (DDRS) policy; and
        10.3.2. the Provider's owners, directors, officers, employees, contractors, subcontractors or agents meet the requirements for providing services under 460 IAC 6 and DDRS policy.
    10.4. A Provider's owners, directors, officers, employees, contractors, subcontractors or agents performing any management, administrative or direct service to an Individual on behalf of a Provider company shall receive initial and at minimum annual training in the protection of an Individual's rights, including:
        10.4.1. respecting the dignity of an Individual;
        10.4.2. protecting an Individual from Abuse, Neglect, and Exploitation; and
        10.4.3. DDRS incident reporting, including:
            10.4.3.1. DDRS's current policy on incident reporting;
            10.4.3.2. the Provider's incident reporting policies and procedures, and
            10.4.3.3. The Bureau of Quality Improvement Services (BQIS) internet website for use by any person for reporting DDRS incidents per the DDRS current policy.
    10.5. All training shall be provided in compliance with Title I of the Americans with Disabilities Act of 1990 as regards reasonable accommodation.
    10.6. The documentation for all training sessions attended by the owner, director, officer, employee, contractor, subcontractor or agent shall be in compliance with the "Personnel Policies and Manuals" policy.
    10.7. DEFINITIONS
        10.7.1. "BDS" means bureau of disability services as created under IC 12-11-1.1-1.
        10.7.2. "BQIS" means Bureau of Quality Improvement Services as created under IC 12-12.5.

10.7.3. “DDRS” means the division of disability and rehabilitative services as established by IC 12-9-1-1. DDRS Policy Manual Date Effective: Feb. 28, 2011 Policy Number: BDS 460 0228 021 Professional Quals & Reqs. 2

10.7.4. “FSSA” means Indiana Family and Social Services Administration, established per IC 12-8-1-1, which works with Indiana's families, children, senior citizens, people with disabilities and people with mental illness, providing services to promote self-sufficiency, independence, health and safety.

10.8. REFERENCES IC 12-8-8-4 IC 12-9-2-3 IC 12-11-1.1-1 Protection of an Individual’s Rights Policy

(Latest 9/17/2024 Reagan Carr, Recruiter and HR Manager)

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

11.1. Assisted Independence, LLC. recognizes alternatives to guardianship and prohibiting violations of individual’s rights. Assisted Independence, LLC. recognizes that each individual has their own unique circumstance(s) which may or may not result in the needs for restrictive interventions, such as guardianship and alternatives.

11.2. Education on supported decision making will be made available to any individuals interested, such as:

11.2.1. Individuals supported over the age of sixteen (16)

11.2.2. Case Managers

11.2.3. Parents/Guardians

11.3. This information can be shared in various ways, such as

11.3.1. Quarterly Meetings

11.3.2. Focus Groups

11.3.3. Email

11.3.4. Phone Calls

11.3.5. Educational Handouts / Video

11.4. Some alternatives to guardianship include

11.4.1. Supported Decision Making Agreements

11.4.2. Power of Attorney (POA)

11.4.3. Representative Payees (Rep. Payees)

11.4.4. Advance Directives, including Psychiatric Advance Directives

11.5. Any implementation of restriction(s) must receive approval from a Human Rights Committee (HRC).

(*Last Revision: 02/19/2024, Nathan Red, President)*

12. **Natural Support Networks**

12.1. Natural Supports are 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.

12.2. It is the policy of Assisted Independence, LLC. to promote the emergence, foundation, and maintenance of natural supports in the lives of the individuals supported by Assisted Independence, LLC.

12.3. Whenever possible it is the responsibility of the Direct Support Professional (DSP) employees and Recreational Therapists to introduce individuals supported to individuals within the social strata of Assisted Independence, LLC.

12.4. 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.

12.5. Assisted Independence, LLC. will keep record of individuals that attain 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 that relationships in the lives of individuals supported are continually changing and evolving.

12.6. 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).

12.7. Assisted Independence, LLC. 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) employees and Recreational Therapists will support individuals with transportation to and from places of natural supports, including the planning and logistics of in-state and out-of-state travel to and from places of natural supports.

12.8. Direct Support Professionals (DSP's) and Recreational Therapists employees 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.

12.9. Assisted Independence, LLC. supports individuals to pursue formal or informal relationships at their own designation of time and place.

12.10. 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.

13. **Written Training Procedure**

13.1. Assisted Independence, LLC. will produce documentation outlining a system for documenting the training for each employee/agent that includes:

13.1.1. The topic of training provided

13.1.2. The name and qualifications of the trainer

13.1.3. The duration of the training (the time of the day the training started and stopped)

13.1.4. The date or dates of training

13.1.5. The signature of the trainer verifying the satisfactory completion of the training by each employee / agent

13.1.6. The signature of the employee / agent receiving training

13.1.7. 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.

13.2. Assisted Independence, LLC. shall train the Assisted Independence, LLC.'s employees or agents in the protection of an individual's rights, including how to:

13.2.1. respect the dignity of an individual;

13.2.2. protect an individual from abuse, neglect, and exploitation;

13.2.3. implement person centered planning and an individual's Person-Centered Individualized Support Plan (PCISP); and

13.2.4. communicate successfully with an individual.

13.3. 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:

13.3.1. selecting specific objectives;

13.3.2. completing task analysis;

13.3.3. appropriate locations for instruction; and

13.3.4. appropriate documentation of an individual's progress on outcomes and objectives.

13.4. Assisted Independence, LLC. shall train Direct Support Professional (DSP) employees, who must be at least 18 years of age, in providing a healthy and safe environment for an individual, including how to:

13.4.1. 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;

13.4.2. administer first aid;

13.4.3. administer cardiopulmonary resuscitation (CPR);

13.4.4. practice infection control;

13.4.5. practice universal precautions;

13.4.6. manage individual-specific treatments and interventions (risk plans), including management of an individual's:

13.4.6.1. seizures;

13.4.6.2. behavior;

13.4.6.3. medication side effects;

13.4.6.4. diet and nutrition;

13.4.6.5. swallowing difficulties;

13.4.6.6. emotional and physical crises; and

13.4.6.7. significant health concerns; and

13.4.6.8. conduct and participate in emergency drills and evacuations.

13.5. All Direct Support Professionals (DSP's) will continue competency in the following Division of Disability and Rehabilitative Supports (DDRS) areas of core competency:

13.5.1. Person-centered planning

13.5.2. Protection against abuse, neglect, or exploitation

13.5.3. Health and Wellness

13.5.4. Communication

13.5.5. Medication Administration and Medication Side Effects

13.5.5.1. If an individual supported makes an allegation of abuse, neglect, or exploitation pertaining to medication(s), all Direct Support Professional (DSP) employees working with the individual must receive Medication Administration training, regardless of whether or not the Direct Support Professional (DSP) is administering medication.

13.5.6. First Aid & CPR

13.6. 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.

13.6.1. In the event the training is not completed, the individual's Case Manager will be notified.

13.6.1.1. 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 support(s) to the individual. The Behavior Support Plan (BSP) training compliance item on AccelTrax will be set to expire at a later date. The individual's Case Manager will be notified.

13.6.1.2. If the employee is at fault for not completing the Behavioral Support Plan (BSP) training, disciplinary actions will be taken by the employee's direct supervisor.

13.6.1.2.1. The employee's direct supervisor will notify the employee that he or she will not be permitted to work until the Behavioral Support Plan (BSP) training is completed.

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

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

13.9. Employees of Assisted Independence, LLC. is prohibited from discussing individual wages with another Assisted Independence, LLC employees.

13.10. 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.

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

13.11.1. Employees are encouraged to contact the office for any additional assistance needed.

(Latest Revision: 09/18/2023, Nathan Red, President)

14. **Person-Centered Individualized Support Team (IST)**

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

14.1.1. The individual;

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

14.1.3. The individual's Provider(s);

14.1.4. The individual's Case Manager, if indicated;
14.1.5. A Bureau of Disability Services, (BDS) representative; and
14.1.6. 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)

14.2. 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;
14.2.1. Health needs of the individual;
14.2.2. Safety needs of the individual;
14.2.3. Welfare needs of the individual;
14.2.4. Behavioral needs of the individual;
14.2.5. Training needs of the individual; or
14.2.6. Other needs of the individual as determined by the individual or the individual's legal representative.

14.3. All Individualized Support Team (IST) meetings shall include;
14.3.1. The individual or the individual's legal representative if applicable, and
14.3.2. The individual's case manager, if applicable.

14.4. An individual's legal representative may choose not attend an Individualized Support Team (IST) meeting.

14.5. An individual may not attend an Individualized Support Team (IST) meeting if:
14.5.1. The individual chooses not to attend, or,
14.5.2. 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 Disability Servies (BDS) Service Coordinator.

14.6. Documentation of an Individualized Support Team (IST) meeting shall:
14.6.1. Be performed by;
14.6.1.1. The Case Manager for individuals receiving supports funded by the Medicaid waiver, or
14.6.1.2. By the Bureau of Disability Servies (BDS) Service Coordinator for individuals funded by State Line Item.
14.6.2. Include, but not be limited to;
14.6.2.1. The date, location and time of the Individualized Support Team (IST) meeting
14.6.2.2. The purpose for which the Individualized Support Team (IST) meeting was requested;
14.6.2.3. The decisions reached during the Individualized Support Team (IST) meeting, including identification of any dissenting (nonconforming) parties to the final team decisions; and

14.6.2.4. The signatures of the people participating in the Individualized Support Team (IST) meeting.

14.7. 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.

14.8. 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.

14.9. Most hours of care provided must be represented at the Individualized Support Team (IST) meeting.

14.10. Seventy-two (72) hours' notice must be given for an Individualized Support Team (IST) meeting, except in emergency situations.
(*Revised on: 08/19/2024, Raeanna Hostetler, Manager of Direct Supports*)

15. **Behavioral Support Plan (BSP)**

15.1. It is the policy of Assisted Independence, LLC. that a behavioral support plan to assist an individual receiving supported living services with behaviors that decrease quality of life, independence and meaningful participation in the community, shall be developed based upon the belief that all behavior has purpose and meaning for the individual.

15.2. This belief requires a behavioral support plan that is the result of a careful and deliberative process conducted by qualified entities.

15.3. Identifying Unwanted Behavior:

15.3.1. A determination by the Individualized Support Team (IST) that an individual's behavior is limiting the individual's quality of life, independence and/or meaningful participation in the community shall be identified and documented in the Individual's Individualized Support Plan (ISP).

15.4. Assessing Factors Related to Unwanted Behavior:

15.4.1. The members of the individual's Individualized Support Team (IST) shall obtain assessments for the individual to pursue information potentially associated with unwanted behavior, including but not limited to:

15.4.1.1. medical/health assessments;

15.4.1.2. meaningful day assessments;

15.4.1.3. environmental assessments;

15.4.1.4. psychiatric assessments;

15.4.1.5. other assessments such as speech and language when communication difficulties play a role, as indicated for the individual.

15.4.2. The individual's behavioral support services provider shall perform a functional behavior assessment utilizing: a. record review, including information from all assessments;

15.4.2.1. interviews with knowledgeable informants; and

15.4.2.2. direct observation of the individual.

15.4.3. A functional behavior assessment shall be reviewed annually at minimum and be either:

15.4.3.1. updated to accurately reflect the hypothesized cause or function of the individual's behavior, and signed and dated by the behavioral support services provider completing the update; or

15.4.3.2. confirmed to continue to accurately reflect the function of the individual's behavior by an addendum that includes updated behavioral data supporting continued accuracy and a signature and date by the behavioral support services provider completing the review. (DDRS Policy Manual Effective Date: Feb. 21, 2011 Policy Number: BDDS 460 0221 007 Behavioral Support Plan 2)

15.5. Creating Behavioral Supports:

15.5.1. A Behavior Support Plan (BSP) focused on positive supports shall be developed and implemented by the behavior support services provider within time frames that include:

15.5.1.1. completion of the functional behavioral assessment within forty-five (45) days of:

15.5.1.1.1. the Individualized Support Team (IST) identification and documentation of unwanted behavior when the Individualized Support Team (IST) includes a behavioral support services provider; or

15.5.1.1.2. the addition of a behavioral support services provider to an individual's Individualized Support Team (IST) following identification and documentation of unwanted behavior.

15.5.1.2. development of the behavioral support plan (BSP) within fourteen (14) days of completion of the behavioral assessment; and c. implementation of the Behavior Support Plan (BSP) within fourteen (14) days of the development of the Behavior Support Plan (BSP).

15.5.2. A Behavior Support Plan (BSP) shall include:

15.5.2.1. identifying information for the individual;

15.5.2.2. operational definition for alternate or replacement behaviors to be increased or taught;

15.5.2.3. alternate or replacement behavior objectives;

15.5.2.4. data collection instruction for alternate or replacement behaviors to be increased or taught;

15.5.2.5. operational definition for targeted behaviors to be decreased;

15.5.2.6. data collection instructions for targeted behaviors to be decreased;

15.5.2.7. pro-active or preventative strategies;

15.5.2.8. re-active or de-escalation strategies;

15.5.2.9. IST signature page that includes:

15.5.2.9.1. identification and signature of the author;

15.5.2.9.2. signature of the individual or the individual's legal representative when indicated.

15.6. A Behavior Support Plan (BSP) shall have approval of the Human Rights Committee (HRC) when incorporating restrictive interventions.

15.7. The behavioral support services provider 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.

15.8. All efforts at positive behavioral and environmental supports shall be assessed by the behavioral support services 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.

15.9. A Behavior Support Plan (BSP) is a component of the individual's Person-Centered Individualized Support Plan (PCISP).

15.10. Implementation of the Behavior Support Plan (BSP):

15.11. All providers working with an individual shall implement the individual's Behavior Support Plan (BSP). Staff Training Required:

15.11.1. The individual's behavioral support services provider shall provide competency based training on an individual's Behavior Support Plan (BSP) to:

15.11.1.1. direct service staff; or

15.11.1.2. each of the individual's service provider's supervisory staff.

15.11.2. If each of the service provider's supervisory staff are trained on an individual's BSP by the behavioral support services provider as in (1)(b) of this section, the service provider's supervisory DDRS Policy Manual Effective Date: Feb. 21, 2011 Policy Number: BDDS 460 0221 007 Behavioral Support Plan 3 staff shall provide competency based training with all direct support professional staff on implementation of the BSP.

15.11.3. Each service provider shall ensure staff receives competency based training as described in "1" and "2" above, prior to working with the individual. Incorporating Restrictive Interventions into Behavior Support Plans:

15.11.3.1. 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 the individual's behavioral support services provider.

15.11.3.2. Use of restrictive interventions in a behavioral support plan (BSP) shall be in compliance with DDRS "Use of Restrictive Interventions, Including Restraint" policy.

15.12. DEFINITIONS:

15.12.1. “Challenging/dangerous behavior” means a behavior exhibited by an individual receiving services that presents imminent serious danger to themselves or others.

15.12.2. "Competency based training” means that learning of taught concepts must be demonstrated through acceptable, observable performance (whether in role playing, or in real time settings when possible,) in addition to passing a written post-test based on the training curriculum. Competency Based Training is measured and documented by the trainer who is responsible for teaching toward the specific consumer outcomes."

15.12.3. “DDRS” means the division of disability and rehabilitative services as established by IC 12-9-1-1.

15.12.4. “Individualized Support Plan” or “ISP” means a plan that establishes supports and strategies, based upon the Person centered planning process, intended to accomplish the Individual’s long term and short term outcomes by accommodating the financial and human resources offered to the Individual through paid Provider services, volunteer services, or both, as designed and agreed upon by the Individualized Support Team.

15.12.5. “Individualized Support Team” means a team of persons, including:

15.12.5.1. an Individual;

15.12.5.2. the Individual’s Legal representative, if applicable;

15.12.5.3. the Individual’s Providers;

15.12.5.4. the Individual’s Case Manager, if indicated;

15.12.5.5. a BDDS representative; and

15.12.5.6. other persons identified by the Individual or the individual’s Legal representative, if applicable, who assist the Individual in the development and implementation of the individual’s Person-Centered Individualized Support Plan (PCISP).

15.12.6. “Operational definition” means a definition that identifies one or more specific & observable conditions for a behavior that defines how the behavior will be measured. DDRS Policy Manual Effective Date: Feb. 21, 2011 Policy Number: BDDS 460 0221 007 Behavioral Support Plan 4

15.12.7. “Positive supports” means strategies used to increase quality of life and decrease problem behavior by teaching new skills and making changes in an individual's environment.

15.12.8. “Restrictive intervention” means an action or procedure that limits an individual’s movement or access to other individuals, locations or activities; or that restricts an individual’s rights.

15.12.9. “Unwanted behavior” means a behavior that limits an individual’s quality of life, independence and/or meaningful participation in the community .

15.12.10. REFERENCES: IC 12-9-2-3 IC 12-11-1.1 DDRS policy: Use of Restrictive Intervention, Including Restraint DDRS policy: Aversive Techniques

15.13. SERVICE DEFINITION: Behavioral supports are an array of services designed to support individuals who are experiencing or are likely to experience challenges accessing, and actively participating in the community as a result of behavioral, social, or emotional challenges. Behavioral support services are intended to empower individuals and families (by leveraging their strengths and unique abilities) to achieve self-determination, interdependence, productivity, integration and inclusion in all facets of community life, across all environments, across the lifespan.

15.14. Person-Centered Individualized Support Plan (PCISP) REQUIREMENTS:

15.14.1. The Person-Centered Individualized Support Plan (PCISP) must identify the behavioral support services needed by the participant to pursue their desired outcomes as identified during the person-centered planning process. The need for service continuation is to be evaluated annually by the Individualized Support Team (IST) and reflected in the Person-Centered Individualized Support Plan (PCISP). Each outcome within the Person-Centered Individualized Support Plan (PCISP) has at least one associated proposed strategy/action step designed to address potential barriers or maintenance needs in relation to the desired outcomes and the support and services needed to facilitate the outcomes. The proposed strategy/action step also identifies all paid and unpaid responsible parties and includes the name(s) of each responsible party including the provider, the service, and the staffing positions within the agency that are responsible for the strategy/action step. The participant may be the responsible party for a strategy/action step initiative if they so determine. In addition, each proposed strategy/activity has a specific time frame identified, including a minimum time frame for review.

15.14.2. The Plan of Care/Cost Comparison Budget (POC/CCB) identifies the name of the waiver-funded service, the name of the participant-chosen provider of that service, the cost of the service per unit, the number of units of service, and the start and end dates for each Waiver service identified on the POC/CCB. Documentation must include any progress toward outcomes in addition to any changes or modifications within the Person-Centered Individualized Support Plan (PCISP). While the Behavior Support Plan (BSP) is an integral part of the Person-Centered Individualized Support Plan (PCISP), the dates of the Behavior Support Plan (BSP) are not required to be the same as the annual Person-Centered Individualized Support Plan (PCISP). However, the Behavior Support Plan (BSP) must have been updated within the individual's plan year.

15.15. REIMBURSABLE ACTIVITIES

15.15.1. Completing the functional behavioral assessment: this includes

15.15.1.1. observation,
15.15.1.2. environmental assessment,
15.15.1.3. record reviews,
15.15.1.4. interviews,
15.15.1.5. data collection,
15.15.1.6. complete psychosocial and biomedical history to identify targeted behaviors,
15.15.1.6.1. the function of those behaviors, and
15.15.1.6.2. to hypothesize the underlying need for new learning.
15.15.1.7. Based on the principals of person-centered thinking and positive behavioral support, the assessment process should inform the recommendations for development of the Behavior Support Plan (BSP).

15.15.2. Developing a comprehensive Behavior Support Plan (BSP) and subsequent revisions:
15.15.2.1. this includes devising proactive and reactive strategies designed to support the participant. It is imperative that the least intrusive/restrictive methods are attempted, documented, and exhausted prior to implementation of any highly restrictive procedure.
15.15.2.1.1. Any restrictive techniques employed as part of the behavioral support plan must be approved, in writing, by a human rights committee, be time-limited, and regularly reviewed for elimination or reduction of the restrictive techniques to ensure appropriate reduction in these interventions over time.

15.15.3. Obtaining and documenting consensus of the Individualized Support Team (IST) that the behavioral support plan is feasible for implementation and uses the least restrictive methods possible.

15.15.4. Supporting the participant in learning new, positive behaviors as outlined in the Behavior Support Plan (BSP). This may include coping strategies, improving interpersonal relationships, or other positive strategies to reduce targeted behaviors and increase quality of life.

15.15.5. Training staff, family members, housemates, or other Individualized Support Team (IST) members on the implementation of the Behavior Support Plan (BSP).

15.15.6. Consulting with team members to achieve the outcomes of assessment and behavioral support planning.

15.15.7. Concurrent service delivery of behavioral support services with other approved Medicaid services is allowable under the following conditions:
15.15.7.1. The service being provided concurrently with behavioral support services is not similar in nature, does not have a similar purpose, and does not promote similar outcomes to behavioral support services.

15.15.7.2. The need for the concurrent service is clearly documented in the behavioral support plan, and outlines the individualized assessed need, and how the behavioral support service will support or contribute to the specified need.

15.15.8. ACTIVITIES NOT ALLOWED

15.15.8.1. Restrictive techniques - any techniques not approved by the Individualized Support Team (IST) and the human rights committee.

15.15.8.2. Therapy services provided to the participant within the educational/school setting or as a component of the participant's school day.

15.15.8.3. Services provided to a minor by a parent(s), step-parent(s), or legal guardian.

15.15.8.4. Services provided to a participant by the participant's spouse.

15.15.8.5. In the event that a Level 1 clinician performs Level 2 clinician activities, billing for Level 1 services is not allowed. In this situation, billing for Level 2 services only is allowed.

15.15.8.6. Simultaneous receipt of facility-based support services or other Medicaid-billable services and intensive behavioral supports.

15.16. DOCUMENTATION STANDARDS

15.16.1. Documentation shall include:

15.16.1.1. Services outlined in the Person-Centered Individualized Support Plan (PCISP)

15.16.1.2. A functional behavior assessment

15.16.1.3. A Behavior Support Plan (BSP)

15.16.1.4. The Plan of Care/Cost Comparison Budget (POC/CCB) identifies:

15.16.1.4.1. the name of the waiver-funded service,

15.16.1.4.2. the name of the participant-chosen provider of that service,

15.16.1.4.3. the cost of the service per unit,

15.16.1.4.4. the number of units of service, and

15.16.1.4.5. the start and end dates for each Waiver service identified on the POC/CCB.

15.16.1.5. Documentation must include progress toward outcomes and any changes or modifications within the Person-Centered Individualized Support Plan (PCISP).

15.16.1.6. Documentation in compliance with 460 IAC 6-18-4. In addition to compliance with documentation requirements outlined in 460 IAC 6, the following data elements are required for each service rendered:

15.16.1.6.1. Name of participant served

15.16.1.6.2. Indiana Healthcare Coverage Program (IHCP) Member ID (also known as RID) of the participant

15.16.1.6.3. Name of provider

15.16.1.6.4. Date of service including the year

15.16.1.6.5. Time frame of service (include a.m. or p.m.)

15.16.1.6.6. Duration of service
15.16.1.6.7. Summary of the specific, person-centered behavioral support activities conducted
15.16.1.6.8. Summary of the behavior support progress made towards outcomes
15.16.1.6.9. Signature of the person providing the behavioral support services (Electronic signatures are permissible when in compliance with the Uniform Electronic Transactions Act [IC 26-2-8].)
15.16.1.6.10. For instance, if a consultation occurred, the note should state the date it took place, the length of time, participant involved, a summary of the discussion, a summary of the progress towards outcomes, and the behavior clinician's signature.

15.16.1.7. A quarterly report specific to behavioral support services must be created by the chosen service provider. The quarterly report should summarize the level of support provided to the participant, based on the identified supports and services in the Person-Centered Individualized Support Plan (PCISP) and the Plan of Care / Cost Comparison Budget (POC/CCB). The quarterly report must be shared with the individual, guardian (as applicable), and entire Individualized Support Plan (IST). The service provider must upload the quarterly report to the document library of the participant in the State's Behavior Support Services Guidance Ver. 1_07.16.2020 Page 8 of 9 case management system on or before the 15th day of the month following the end of the quarter. The quarterly report shall be based on the quarters of the individual's Cost Comparison Budget (CCB) date range.

15.16.1.7.1. The quarterly report shall contain the following elements:
15.16.1.7.1.1. Name of participant served
15.16.1.7.1.2. Indiana Healthcare Coverage Program (IHCP) Member ID (also known as RID) of the participant
15.16.1.7.1.3. Name of provider
15.16.1.7.1.4. Date range of services
15.16.1.7.1.5. Service rendered
15.16.1.7.1.6. Brief summary of progress towards Person-Centered Individualized Support Plan (PCISP) outcomes
15.16.1.7.1.7. Data obtained during the quarter to track Behavior Support Plan (BSP) related outcomes
15.16.1.7.1.8. Data obtained during the quarter on targeted behaviors identified in the Behavior Support Plan (BSP)
15.16.1.7.1.9. Challenges hindering progress towards Person-Centered Individualized Support Plan (PCISP) outcomes, if applicable

15.16.1.7.1.10. A positive event that occurred during the quarter that contributed to the individual's good life Upon request, all data elements must be made available to auditors, quality monitors, Case Managers, and any other government entity. The documentation may reside in multiple locations, but must be clearly and easily linked to the participant or the standard will not be met. Behavior Support Services Guidance Ver. 1_07.16.2020 Page 9 of 9.

15.17. Provider Qualifications

15.17.1. Providers must meet the following criteria:

15.17.1.1. Be enrolled in the Indiana Healthcare Coverage Program (IHCP) as an active Medicaid provider.

15.17.1.2. Be Division of Disability and Rehabilitative Services (DDRS) - approved.

15.17.1.3. Comply with 460 IAC 6, including but not limited to:

15.17.1.3.1. – 460 IAC 6-10-5 Criminal Histories

15.17.1.3.2. – 460 IAC 6-12 Insurance

15.17.1.3.3. – 460 IAC 6-11 Provider Financial Status

15.17.1.3.4. – 460 IAC 6-5-4 Behavioral Support Services Provider qualifications

15.17.1.3.5. – 460 IAC 6-18 Behavior Support Services Standards

15.17.1.4. Comply with any applicable Bureau of Disability Services (BDS) service standards, guidelines, policies and/or documents, including the Indiana Healthcare Coverage Program (IHCP) module and the Division of Disability and Rehabilitative Services (DDRS) and Bureau of Disability Services (BDS) policies.

(Latest Revision: 01/09/24, Nathan Red, President)

16. **Emergency Behavioral Supports**

16.1. In an emergency, chemical restraint, physical restraint, or removal of an individual from the individual's environment may be used:

16.1.1. without the necessity of a behavioral support plan; and

16.1.2. only to prevent significant harm to the individual or others.

16.2. 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:

16.2.1. review the circumstances of the emergency chemical restraint, physical restraint, or removal of an individual;

16.2.2. determine the need for a:

16.2.2.1. functional analysis;

16.2.2.2. behavioral support plan; or

16.2.2.3. both; and

16.2.2.4. document recommendations.

16.3. 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.

16.4. Based on the recommendation of the support team, a provider of behavioral support supports shall:

16.4.1. complete a functional analysis within thirty (30) days; and

16.4.2. make appropriate recommendations to the support team.

16.5. The individual's support team shall:

16.5.1. document the recommendations of the behavioral support supports provider; and

16.5.2. design an accountability system to ensure implementation of the recommendations.

17. **Conflicts of Interest and Ethics**

17.1. Assisted Independence, LLC. requires all owners, directors, officers, employees, contractors, subcontractors or agents to:

17.1.1. 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.

17.1.2. Require disclosure of possible conflicts of interest by all the Assisted Independence, LLC. owners, directors, officers, employees, contractors, subcontractors or agents.

17.1.3. Provide professional supports with objectivity and respect for the unique needs and values of the individual being provided supports;

17.1.4. Provide objective information to enable an individual, or the individual’s legal representative, to make informed decisions;

17.1.5. Avoid discrimination based on factors that are irrelevant to the provision of supports.

17.1.6. Accurately present professional qualifications;

17.1.7. Assume responsibility and accountability for personal competence in providing supports;

17.1.8. Maintain professional licensure or accreditation;

17.1.9. Adhere to acceptable standards for the owner, director, officer, employee, contractor, subcontractor or agent’s area of professional practice;

17.1.10. Comply with all laws and regulations governing a licensed or accredited person’s profession;

17.1.11. 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;

17.1.12. Conduct all practice with honesty, integrity, and fairness;

17.1.13. Fulfill professional commitments in good faith; and

17.1.14. Inform the public and colleagues of supports by using credible information.

17.1.15. 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.

17.1.16. Employees must disclose all relationships to the applicable supervisor.

17.1.17. 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.

17.1.18. 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).

17.1.19. Assisted Independence employees are prohibited from wearing company paraphernalia to the following places: bars, nightclubs, political events, and religious events.

17.1.20. Refrain from signing any legal documents without authorized written consent from the President of Assisted Independence, LLC.

17.1.21. Avoid from conducting any business for Assisted Independence, LLC without authorized consent from the President of Assisted Independence, LLC.

17.1.22. Refrain from the witnessing of any legal documents without the authorized consent of the President of Assisted Independence, LLC.

17.2. Assisted Independence, LLC. is committed to

17.2.1. Make reasonable efforts to avoid bias in any kind of professional evaluation;

17.2.2. 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.

17.2.3. 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.

17.3. Assisted Independence, LLC. prohibits

17.3.1. Advertising or marketing in a misleading manner;

17.3.2. Engaging in uninvited solicitation of potential individuals, who are vulnerable to undue influence, manipulation, or coercion.

17.3.3. Any owners, directors, officers, employees, contractors, subcontractors or agents of Assisted Independence, LLC. from

17.3.3.1. Waste

17.3.3.2. Fraud

17.3.3.3. Abuse

17.3.3.4. Other wrongdoings

17.4. 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:

17.4.1. Allegations of abuse or neglect to an individual;

17.4.2. Violations of Assisted Independence, LLC.'s policies and procedures;

17.4.3. Violation of Division of Disability and Rehabilitative Service (DDRS) policies and procedures; and

17.4.4. Violation of state and federal laws.

17.5. Assisted Independence, LLC. produces a policy that is consistent with 460 Indiana Administrative Code (IAC) 6-1-1 and includes:

17.5.1. 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.;

17.5.2. 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.

17.5.3. 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.

17.5.4. 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.

17.6. 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.

17.6.1. Any violation of local, state, or federal law will be reported immediately to law enforcement officials.

17.6.2. Upon notice of the infraction, Assisted Independence, LLC. will conduct an internal investigation within seven (7) business days.

17.6.3. Based on the health and safety of the individuals supported, the President 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.

17.6.4. The President of Assisted Independence, LLC. will conduct separate interviews of the accuser and the alleged perpetrator within five (5) business days.

17.6.5. 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.

17.6.6. 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: 01/09/2024, Nathan Red, President)

18. **Transition Activities**

18.1. It is the policy of Assisted Independence, LLC. to assure that individuals with a developmental disability who are transitioning from one residential setting to another, or from one service provider to another, receive services and supports appropriate to their needs. This policy applies to all moves and transitions within service models and from one service model to another.

18.2. When an individual is undertaking a transition that involves a change in living residence or service provider:

18.2.1. The Bureau of Disability Services (BDS) shall, in compliance with current Assisted Independence, LLC. (DDRS) policy, facilitate the following transition activities as may be indicated:

18.2.1.1. intake process;
18.2.1.2. eligibility determination;
18.2.1.3. transition planning;
18.2.1.4. person centered planning;
18.2.1.5. develop or update individualized support plan;
18.2.1.6. referral to providers;
18.2.1.7. selection of providers;
18.2.1.8. budget preparation;
18.2.1.9. safety inspections;
18.2.1.10. home visits;
18.2.1.11. pre and post transition monitoring; and
18.2.1.12. other activities as may be needed to facilitate the transition.

18.2.2. Providers selected by the individual shall support the transition activities initiated on behalf of an individual by:
18.2.2.1. participating in transition planning;
18.2.2.2. ensuring a safe environment;
18.2.2.3. ensuring adequate staffing;
18.2.2.4. training employees on the individual's:
18.2.2.4.1. Individualized Support Plan;
18.2.2.4.2. behavior plan/s;
18.2.2.4.3. risk plan/s;
18.2.2.4.4. health/medical needs; and
18.2.2.5. other activity as may be needed to support the transition.

18.3. The Bureau of Disability Services (BDS) is placement authority, and no transition shall occur without Bureau of Disability Services (BDS) written approval, with the exception of emergency transition as defined in this policy.

18.4. Failure to receive Bureau of Disability Services (BDS) approval prior to an individual transitioning as described in this policy shall result in suspension of all admissions to all residential sites managed by the provider, with the exception of emergency transition as defined in this policy.

18.5. Each action undertaken in compliance with this policy shall be documented in: 1 Bureau of Disability Services (BDS) Policy Manual Date Effective: March 16, 2012 Policy Number: 460 0316 031 Transition Activities

18.5.1. DART by the BDS Transition Specialist (TS) or other BDS employee; and
18.5.2. INSITE by the Case Manager or other employee of the Case Manager vendor.

18.6. Transitions addressed in this policy include:

18.6.1. Initial Moves:
18.6.1.1. Transitions from the Community (ex - a family home) to a Supported Living (SL) Community Residential Setting;
18.6.1.2. Transitions from the Community (ex - a family home) to a Supervised Group Living (SGL) or Large Private ICF /MR (LP ICF/MR);

18.6.1.3. Transitions from State Operated Facilities (SOF), nursing facilities (NF), children's facilities (CF), SGLs, or LP ICF/MRs to Supported Living Community settings; and

18.6.1.4. Transitions from State Operated Facilities (SOF), nursing facilities (NF), children's facilities (CF), SGLs, or LP ICF/MRs to SGL settings.

18.6.2. B. Subsequent Moves:

18.6.2.1. Change of SL provider with change of address;

18.6.2.2. Change of SL Provider without a change of address;

18.6.2.3. Change of address, while keeping the same residential provider and Individualized Support Team (IST);

18.6.2.4. Change of SL residence with same residential provider, but moving to a new Bureau of Disability Services (BDS) district;

18.6.2.5. Change of SGL or LP ICF/MRresidence;

18.6.2.6. Transitions to a nursing facility for a long term stay from a BODS residential setting; vn. Change in Waiver service provider;

18.6.2.7. Transition to an Extensive Support Home (ESN); and

18.6.2.8. Emergency Transitions.

18.7. DEFINITIONS

18.7.1. "BDS" means Bureau of Disability Services as created under Indiana Code (IC) 12-11-l.1-l.

18.7.2. "BDS residential setting" means a setting where residential services are administered by Bureau of Disability Services (BDS).

18.7.3. "Case Manager" means a person employed to provide Case Management services by the DDRS approved Case Management vendor. "Community" means a non-segregated setting.

18.7.4. "DDRS" means the Division of Disability and Rehabilitative Services as established by Indiana Code (IC) 12-9-1-1.

18.7.5. "Emergency Transition" means an unexpected transition from one residential location to another as a consequence of fire, flood, utility disruption, or other similar event making the original residence uninhabitable.

18.7.6. "Long term stay" means 181 days or more.

18.7.7. "Service Coordinator" means a person providing service coordination services under IC 12-11-2.1.

18.7.8. "Short term stay" means 180 days or less. 2 Bureau of Disability Services (BDS) Policy Manual Date Effective: March 16, 2012 Policy Number: 460 0316 031 Transition Activities

18.7.9. "Transition" means a change in an individual's physical residence, and/or service provider.

18.8. REFERENCES 460 IAC 6: Supported Living Services and Supports 460 IAC 7: Individualized Support Plan Bureau of Disability Services (BDS) Pre-Post Transition Monitoring Policy Interpretive Guidelines - Intermediate Care Facilities for Persons with [disabilities].

(Latest 9/17/2024 Reagan Carr, Recruiter and HR Manager)

19. **Pre-Post Transition Monitoring**

19.1. Assisted Independence, LLC. will use the Bureau of Disability Services (BDS) "Transition Pre-Post Monitoring Checklist: found here: BDDS Pre-Trans QA Checklist

19.2. It is the policy of Assisted Independence, LLC. that an individual's health and welfare is protected upon transition from one waiver setting to another, via execution of a pre and post transition monitoring process that ensures the individual's needed services and supports remain continuously in place.

19.3. Transition monitoring will occur as follows:

19.3.1. For Supported Living residences (SL) the Case Manager (CM) shall be responsible for pre and post transition monitoring.

19.3.2. For nursing facilities, no pre-transition monitoring will occur, and the Bureau of Disability Services (BDS) Service Coordinator (SC) shall be responsible for post transition monitoring.

19.3.3. For all other settings, including day services, the SC shall be responsible for pre and post transition monitoring.

19.4. The BDS Transition Pre-Post Monitoring Checklist shall be used during all pre and post transition monitoring activities.

19.5. Each action undertaken in compliance with this policy shall be documented in:

19.5.1. DART by the BDS Service Coordinator (SC) or other BDS employee; and

19.5.2. INSITE by the Case Manager or other employee of the Case Manager vendor. Pre-Transition Monitoring: 1. 5 to 7 days prior to the targeted transition date, the responsible entity as described in the detailed policy statement of this policy shall execute a BDS Transition Pre-Post Monitoring Checklist form (attached), addressing items 1 through 26. 2. For every "no" score on the transition monitoring form, the responsible entity shall prepare a Corrective Action Plan (CAP) using the Pre-Post Monitoring Deficiency Action Items form (a component of the BDS Transition Pre-Post Monitoring Checklist), identifying responsible parties and completion dates.

19.6. The responsible party shall:

19.6.1. forward a copy of the CAP form to each identified responsible party;

19.6.2. monitor the CAP form to ensure completion by the identified completion dates;

19.6.3. collaborate with responsible parties as needed to ensure completion of each corrective action;

19.6.4. update the transition monitoring form as progress is made.

19.7. No transition shall occur until all items numbered 1 through 26 and identified as a "HOLD" item, are scored "yes", at which time the transition pre monitoring checklist is completed. DDRS Policy Manual Date Effective: May 30, 2011 Policy Number: BDDS 460 0530 032 Pre-Post Transition Monitoring 2

19.8. For SL settings, the CM shall forward an electronic copy of a completed BDDS Transition Pre-Post Monitoring Checklist containing no "no" or "hold" scores, to the SC at least 24 hours prior to the planned move date.

19.9. No move shall occur without the approval of the BDDS SC.

19.10. Post-Transition Monitoring

19.10.1. 7 days following the transition date, the responsible entity as described in the detailed policy statement of this policy shall visit the home and execute a BDDS Transition Pre-Post Monitoring Checklist form, addressing items 1 through 33.

19.10.2. For every "no" score on the transition monitoring form, the responsible entity shall prepare a corrective action plan using the Pre-Post Monitoring Deficiency Action Items form, identifying responsible parties and completion dates.

19.10.3. The responsible party shall:

19.10.3.1. forward a copy of the CAP form to each identified responsible party;

19.10.3.2. monitor the CAP form to ensure completion by the identified completion dates;

19.10.3.3. collaborate with responsible parties as needed to ensure completion of each corrective action;

19.10.3.4. update the transition monitoring form as progress is made.

19.10.4. 30 days following the transition date, the responsible party as described in the detailed policy statement of this policy shall visit the home and repeat the BDDS Transition Pre-Post Monitoring Checklist form addressing all items on the form, even if the 7 day checklist was scored in full compliance.

19.10.5. The preparation of the Pre-Post Monitoring Deficiency Action Items form following the 30 day visit shall be prepared as described in step # 2 above.

19.10.6. The responsible party shall perform all actions related to the CAP form from the 30 day visit, as described in step #3 above.

19.11. The post transition process shall continue on an every 30 day schedule until such time as all items on the BDDS Transition Pre-Post Monitoring Checklist are scored in compliance, or not applicable, at which time the post transition monitoring is closed.

19.12. For SL settings, the CM shall forward an electronic copy of each BDS Transition Pre-Post Monitoring Checklist performed to the SC within 3 business days of the post transition monitoring occurring. Extraordinary Post-Transition Monitoring 1. When requested, BQIS and BDDS shall provide extraordinary post transition monitoring for individuals as identified by the DDRS Director.

19.13. DEFINITIONS

19.13.1. "BDS" means Bureau of Disability Services as created under IC 12-11-1.1-1.

19.13.2. “BQIS” means Bureau of Quality Improvement Services as created under IC 12-12.5. DDRS Policy Manual Date Effective: May 30, 2011 Policy Number: BDS 460 0530 032 Pre-Post Transition Monitoring 3

19.13.3. “Corrective Action Plan” or “CAP” means an action plan developed by a Provider in response to a request from DDRS or OMPP as a result of one or both of the following:

19.13.3.1. findings during a survey;

19.13.3.2. any event or circumstance as determined by DDRS or OMPP as applicable.

19.13.4. “DDRS” means the division of disability and rehabilitative services as established by IC 12-9-1-1.

19.13.5. “Transition” means a change in an individual’s physical residence, and/or service provider.

19.14. REFERENCES IC 12-11-1.1-1 IC 12-12.5 BDDS Transition Pre-Post Monitoring Checklist Pre-Post Monitoring Deficiency Action Items Transition Activities policy

(Last Revision: 01/20/2026 Nathan Red, President)

20. **Transfer of Individual’s Record**

20.1. If an individual changes provider for any supported living service or support, the new provider shall:

20.1.1. discuss with the individual the new provider's need to obtain a copy of Assisted Independence, LLC.'s records and files concerning the individual;

20.1.2. 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

20.1.3. request the individual to sign the release form.

20.2. 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.

21. **Individual’s File at the Site of Service Delivery**

21.1. 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:

21.1.1. The local emergency number, such as 911

21.1.2. The Assisted Independence, LLC. office

21.1.3. The individual’s legal representative

21.1.4. The local Bureau of Disability Services (BDS) office

21.1.5. The individual’s case manager

21.1.6. Adult Protective Supports (APS) or Child Protective Supports (CPS), as applicable

21.1.7. The Bureau of Disability Services (BDS) waiver ombudsman

21.1.8. Other service providers, as documented in the individual's Person-Centered Individualized Support Plan (PCISP)

21.1.9. Any other telephone number identified for inclusion by the individual or the individual's legal representative

21.1.10. The individual's, or individual's legal representative, consent for emergency treatment

21.1.11. Systems outlined in the Health Care Coordination policy, as indicated for the individual

21.1.12. The individual's history of allergies, if applicable

21.2. 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:

21.2.1. the individual's residence; or

21.2.2. the primary location where the individual receives supports.

21.3. The individual's personal file shall contain at least the following information:

21.3.1. the individual's full name;

21.3.2. the telephone numbers for emergency supports that may be required by the individual; and

21.3.3. a current sheet with a brief summary regarding:

21.3.3.1. the individual's diagnosis or diagnoses;

21.3.3.2. the individual's treatment protocols, current medications, and other health information specified by the individual's Person-Centered Individualized Support Plan (PCISP);

21.3.3.3. behavioral information about the individual;

21.3.3.4. likes and dislikes of the individual that have been identified in the individual's Person-Centered Individualized Support Plan (PCISP); and

21.3.3.5. other information relevant to working with the individual.

21.3.4. A photograph of the individual, if:

21.3.4.1. a photograph is available; and

21.3.4.2. inclusion of a photograph in the individual's file is specified by the individual's Person-Centered Individualized Support Plan (PCISP).

21.3.5. A copy of the individual's current Person-Centered Individualized Support Plan (PCISP).

21.3.6. A copy of the individual's behavioral support plan (BSP), if applicable.

21.3.7. Documentation of:

21.3.7.1. changes in the individual's physical condition or mental status during the last sixty (60) days;

21.3.7.2. an unusual event such as vomiting, choking, falling, disorientation or confusion, behavioral problems, or seizures occurring during the last sixty (60) days; and

21.3.7.3. the response of each provider to the observed change or unusual event.

21.3.8. All environmental assessments conducted during the last sixty (60) days, with the signature of the person or persons conducting the assessment on the assessment.

21.3.9. All medication administration documentation for the last sixty (60) days.

21.3.10. All seizure management documentation for the last sixty (60) days.

21.3.11. Health-related incident management documentation for the last sixty (60) days.

21.3.12. All nutritional counseling supports documentation for the last sixty (60) days.

21.3.13. All behavioral support supports documentation for the last sixty (60) days.

21.3.14. All outcome directed documentation for the last sixty (60) days.

21.4. If an individual's outcomes include bill paying and other financial matters, the individual's file shall contain:

21.4.1. the individual's checkbook with clear documentation that the checkbook has been balanced; and

21.4.2. bank statements with clear documentation that the bank statements and the individual's checkbook have been reconciled.

(*Revised on: 08/19/2024, Raeanna Hostetler, Manager of Direct Supports*)

22. **Waitlist Procedures**

22.1. Assisted Independence, LLC. receives requests for supports that may exceed the company's current capacity to provide adequate supports. Therefore, Assisted Independence, LLC. has developed an internal waitlist for each support that is managed through our online internal database management system, Provide made by Accel Consulting, LLC.

22.1.1. When possible, Assisted Independence, LLC. will strive to manage the waitlist and offer supports on a "first come, first serve" basis

22.1.1.1. When the "Consumer" is created in Provide, the "Start Date" found within the "Consumer Editor" under the "Consumer" "MGMT" tabs (found by clicking "Edit/View Selected Consumer"), must be noted as the date the referral was received.

22.1.2. The following waitlists are maintained ongoingly

22.1.2.1. Direct Support Waitlist

22.1.2.2. Direct Support Previously Supported Waitlist
22.1.2.3. Recreational Therapy Waitlist
22.1.2.4. Recreational Therapy Previously Supported Waitlist

22.1.3. In order to accurately track waitlists and ensure referrals have the opportunity for services when services become available, having met the admission/entry criteria, Assisted independence, LLC. will initiate three points of contact:

22.1.3.1. Phone calls once weekly for three weeks and simultaneously,
22.1.3.2. Email once weekly for three weeks
22.1.3.3. One attempt to contact the Case Manager, provided the Case Manager's name is on file, via phone and via email.

22.1.4. When removing an individual from the waitlist(s)

22.1.4.1. The reason must be written in the "Notes" and/or "Attributes" tabs in Provide
22.1.4.2. In the event that no response(s) to initiated contacts have been received within four weeks, the individual will be terminated from the waitlist.
22.1.4.3. Individuals/ families may request to be removed from the Waitlist(s) for the following reasons, but not limited to: death, current services through another provider, geographic locations, etc.

(*Revised on: 11/12/2025, Nathan Red, President*)

23. **Termination of Supports**

23.1. 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.

23.2. If Assisted Independence, LLC., or any provider, is providing any supports to the individual, besides case management supports, before terminating supports the provider shall:

23.2.1. participate in the development of a new or updated Person-Centered Individualized Support Team (PCISP) prior to terminating supports; and
23.2.2. continue providing supports to the individual until a new provider providing similar support is in place.

23.3. If Assisted Independence, LLC. is providing case management supports to the individual, before terminating supports Assisted Independence, LLC shall:

23.3.1. participate in a team meeting in which the individual's new provider providing case management is present; and
23.3.2. coordinate the transfer of case management supports to the new provider providing case management supports.

23.4. Assisted Independence, LLC. determines which persons that Assisted Independence, LLC. is qualified and able to support and identifies conditions/ time/ events for transition and/or exit. This includes transitions to other levels of care/ services as well as transitions within the program/ service. Transition criteria may also address continuing stay criteria. Transition may not always occur based on the nature of the program/service.

23.4.1. The following reasons may warrant termination of services provided by Assisted Independence, LLC.

23.4.1.1. Individual Choice
23.4.1.2. Death
23.4.1.3. Harmful behavior to Assisted Independence, LLC. Employees
23.4.1.4. Illness
23.4.1.5. Individual Re-Location
23.4.1.6. No Longer Receives Medicaid
23.4.1.7. Provider Switch
23.4.1.8. Scheduling Conflict
23.4.1.9. Staff Choice
23.4.1.10. Staff Re-Location

23.4.2. The Direct Support Professional (DSP) and/or Recreational Therapist should complete the Individual Discharge form found in AccelTrax within seventy-two (72) hours of the discharge decision.

24. **Individuals Personal File, Providers Office**

24.1. 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.

24.2. The individual's personal file shall contain documentation of the following:

24.2.1. A change in an individual's physical condition or mental status.
24.2.2. An unusual event for the individual.
24.2.3. All health and medical supports provided to an individual.
24.2.4. An individual's training outcomes.

24.3. A change or unusual event referred to above shall include the following:

24.3.1. Vomiting.
24.3.2. Choking.
24.3.3. Falling.
24.3.4. Disorientation or confusion.
24.3.5. Patterns of behavior.
24.3.6. A seizure.

24.4. The documentation of a change or an event referred to above shall include the following:

24.4.1. The date, time, and duration of the change or event.

24.4.2. A description of the response of Assisted Independence, LLC., and/or the employees or agents to the change or event.

24.4.3. The signature of Assisted Independence, LLC. and/or its employees or agents observing the change or event.

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

24.5.1. be kept chronologically; and

24.5.2. include the following:

24.5.2.1. Date of supports provided to the individual.

24.5.2.2. A description of supports provided.

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

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

24.7. This section applies to all providers.

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

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

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

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

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

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

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

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

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

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

25. **Incident Reporting and Management**

25.1. Assisted Independence, LLC. require timely responses to all Incident Report (IR) follow-up questions.

25.2. The employee who submits the initial Incident Report (IR) is responsible for responding to Incident Report (IR) follow-up questions.

25.3. Responses to Incident Report (IR) follow-up questions must be provided within 24 hours.

25.4. Incidents to be reported to BQIS include any event or occurrence characterized by risk or uncertainty resulting in or having the potential to result in significant harm or injury to an individual including but not limited to:

25.4.1. Alleged, suspected or actual abuse, (which must also be reported to Adult Protective Services or Child Protective Services as indicated) which includes but is not limited to:

25.4.1.1. physical abuse, including but not limited to:

25.4.1.1.1. intentionally touching another person in a rude, insolent or angry manner;

25.4.1.1.2. willful infliction of injury;

25.4.1.1.3. unauthorized restraint or confinement resulting from physical or chemical intervention;

25.4.1.1.4. rape;

25.4.1.2. sexual abuse, including but not limited to:

25.4.1.2.1. nonconsensual sexual activity;

25.4.1.2.2. sexual molestation;

25.4.1.2.3. sexual coercion;

25.4.1.2.4. sexual exploitation;

25.4.1.3. emotional/verbal abuse, including but not limited to communicating with words or actions in a person's presence with intent to:

25.4.1.3.1. cause the individual to be placed in fear of retaliation;

25.4.1.3.2. cause the individual to be placed in fear of confinement or restraint;

25.4.1.3.3. cause the individual to experience emotional distress or humiliation;

25.4.1.3.4. cause others to view the individual with hatred, contempt, disgrace or ridicule;

25.4.1.3.5. cause the individual to react in a negative manner.

25.4.1.4. domestic abuse, from a spouse or cohabitant intimate partner, including but not limited to:

25.4.1.4.1. physical violence;

25.4.1.4.2. sexual abuse;

25.4.1.4.3. emotional/verbal abuse;

25.4.1.4.4. intimidation;
25.4.1.4.5. economic deprivation;
25.4.1.4.6. threats of violence

25.5. Alleged, suspected or actual neglect (which must also be reported to Adult Protective Services or Child Protective Services, as indicated) which includes but is not limited to:

25.5.1. failure to provide appropriate supervision, care, or training;

25.5.2. failure to provide a safe, clean and sanitary environment;

25.5.3. failure to provide food and medical services as needed;

25.5.4. failure to provide medical supplies or safety equipment as indicated in the Individualized Support Plan (ISP).

25.6. Alleged, suspected or actual exploitation (which must also be reported to Adult Protective Services or Child Protective Services as indicated) which includes but is not limited to:

25.6.1. unauthorized use of the:

25.6.1.1. personal services;

25.6.1.2. personal property or finances; or

25.6.1.3. personal identity

of an individual;

25.6.2. other instance of exploitation of an individual for one's own profit or advantage or for the profit or advantage of another.

25.7. Peer-to-peer aggression that results in significant injury by one individual receiving services, to another individual receiving services.

25.8. Death (which must also be reported to Adult Protective Services or Child Protective Services, as indicated). Additionally, if the death is a result of alleged criminal activity, the death must be reported to law enforcement.

25.9. A service delivery site with a structural or environmental problem that jeopardizes or compromises the health or welfare of an individual.

25.10. A fire at a service delivery site that jeopardizes or compromises the heath or welfare of an individual.

25.11. Elopement of an individual that results in evasion of required supervision as described in the ISP as necessary for the individual's health and welfare.

25.12. Missing person when an individual wanders away and no one knows where they are.

25.13. Alleged, suspected or actual criminal activity by an individual receiving services or an employee, contractor or agent of a provider, when:

25.13.1. the individual's services or care are affected or potentially affected;

25.13.2. the activity occurred at a service site or during service activities; or

25.13.3. the individual was present at the time of the activity, regardless of location.

25.14. An emergency intervention for the individual resulting from:

25.14.1. a physical symptom;

25.14.2. a medical or psychiatric condition;

25.14.3. any other event.

25.15. Any injury to an individual when the cause is unknown and the injury could be indicative of abuse, neglect or exploitation.

25.16. Any injury to an individual when the cause of the injury is unknown and the injury requires medical evaluation or treatment.

25.17. A significant injury to an individual that includes but is not limited to:

25.17.1. a fracture;

25.17.2. a burn, including sunburn and scalding, greater than first degree;

25.17.3. choking that requires intervention including but not limited to:

25.17.3.1. Heimlich maneuver;

25.17.3.2. finger sweep; or

25.17.3.3. back blows.

25.17.4. bruises or contusions larger than three inches in any direction, or a pattern of bruises or contusions regardless of size;

25.17.5. lacerations which require more than basic first aid;

25.17.6. any occurrence of skin breakdown related to a decubitus ulcer, regardless of severity;

25.17.7. any injury requiring more than first aid;

25.17.8. any puncture wound penetrating the skin, including human or animal bites;

25.17.9. any pica ingestion requiring more than first aid;

25.18. A fall resulting in injury, regardless of the severity of the injury.

25.19. A medication error or medical treatment error as follows:

25.19.1. wrong medication given;

25.19.2. wrong medication dosage given;

25.19.3. missed medication - not given;

25.19.4. medication given wrong route; or

25.19.5. medication error that jeopardizes an individual's health and welfare and requires medical attention.

25.20. Use of any aversive technique including but not limited to:

25.20.1. seclusion (i.e. placing an individual alone in a room/area from which exit is prevented);

25.20.2. painful or noxious stimuli;

25.20.3. denial of a health related necessity;

25.20.4. other aversive technique identified by DDRS policy.

25.21. Use of any PRN medication related to an individual's behavior.

25.22. Use of any physical or mechanical restraint regardless of :

25.22.1. planning;

25.22.2. human rights committee approval;

25.22.3. informed consent.

25.23. Responsible Parties

25.23.1. The provider responsible for an individual at the time of the occurrence of a reportable incident shall submit an incident initial report.

25.23.2. In addition to the provider's mandatory reporting, any other person may submit an incident initial report associated with any reportable incident.

25.23.3. The entity responsible for incident follow-up reports is the individual's:

25.23.3.1. case manager, when receiving waiver funded services;

25.23.3.2. residential provider's Qualified Developmental Disabilities Professional (QDDP) when receiving State Line Item (SLI), Supervised Group Living (SGL), or other ICF/MR services

25.23.3.3. provider staff when receiving Caregiver Supports Services;

25.23.3.4. BDDS service coordinator when receiving other services (e.g. Title XX and nursing facilities).

25.24. Ensuring the safety of individuals receiving services

25.24.1. When a reportable incident is discovered in which an Individual receiving services is determined to be in danger, the person making the discovery shall:

25.24.1.1. call 911 if indicated;

25.24.1.2. initiate safety actions for the Individual as is indicated and as is possible;

25.24.1.3. contact the following and notify them of the situation:

25.24.1.3.1. in supported living settings, the Individual's case manager, or the case management vendor's 24hr crisis line if the case manager is not immediately available;

25.24.1.3.2. a manager with the responsible provider company;

25.24.1.3.3. the BDDS District Manager; and

25.24.1.3.4. Adult Protective Services or Child Protective Services, as indicated; and

25.24.1.3.5. Individual's legal representative.

25.24.2. Providers, DDRS staff, and the case management vendor staff shall follow the BDDS Imminent Danger Policy in mitigating the danger to the individual.

25.25. Initial incident reporting to BQIS

25.25.1. Within 24 hours of initial discovery of a reportable incident, the reporting person shall file an incident initial report with BQIS using the DDRS approved electronic format available at https://ddrsprovider.fssa.in.gov/IFUR/. In the event of a network malfunction, incident initial reports and incident follow-up reports may be e-mailed to BDDSIncidentReports@fssa.in.gov, or faxed to 260-482-3507.

25.25.2. The reporting person shall be descriptive when completing the narrative portions of the incident initial report form, including:

25.25.2.1. a comprehensive description of the incident;

25.25.2.2. a description of the circumstances and activities occurring immediately prior to the incident;

25.25.2.3. a description of any injuries sustained during the incident;

25.25.2.4. a description of both the immediate actions that have been taken, and actions that are planned but not yet implemented; and

25.25.2.5. a listing of each person (first name, last initial) involved in the incident, with a description of the role and staff title, if applicable, of each person involved.

25.25.3. Exhibit "A" of this policy contains additional directives for providing comprehensive and objective information on the incident initial report.

25.26. Notifying additional entities of incident:

25.26.1. Within 24 hours of initial discovery of a reportable incident, the reporting person shall forward a copy of the electronically submitted incident initial report to:

25.26.1.1. APS or CPS (as indicated) for all incidents involving:

25.26.1.1.1. alleged, suspected or actual abuse;

25.26.1.1.2. alleged, suspected or actual neglect;

25.26.1.1.3. alleged, suspected or actual exploitation;

25.26.1.1.4. death;

25.26.1.2. the individual's BDDS service coordinator;

25.26.1.3. the individual's residential provider when receiving residential services;

25.26.1.4. the individual's case manager when receiving services funded by waiver;

25.26.1.5. all other service providers identified in the individual's Individualized Support Plan; and

25.26.2. Within 24 hours of initial discovery of a reportable incident, the reporting person shall notify the individual's legal representative, if indicated.

25.27. Reportable Incident Follow-Up

25.27.1. An incident may be closed by BQIS upon receipt and processing.

25.27.2. If an incident is not closed upon BQIS' receipt and processing, BQIS shall forward an email notification to the person responsible for incident follow-up reporting.

25.27.3. The person responsible for incident follow-up reporting shall:

25.27.3.1. submit an electronic incident follow-up report within 7 days of the date of the incident initial report;

25.27.3.2. continue to submit incident follow-up reports on an every 7 day schedule, until such time as the incident is resolved to the satisfaction of all entities;

25.27.3.3. forward copies of each follow-up report to the same entities who received a copy of the incident initial report.

25.27.4. Exhibit "B" of this policy contains additional directives for providing comprehensive and objective information on the incident follow-up report.

25.28. Provider Internal Incident Reports

25.28.1. Any internal provider incident report addressing services to an individual that is determined by the provider to not meet the criteria of a reportable incident as described in this policy shall be made available to:

25.28.1.1. an individual's case manager; or

25.28.1.2. any representative of DDRS, Indiana State Department of Health (ISDH), or the Office of Medicaid Policy and Planning (OMPP), upon request.

25.29. Maintenance of Incident Report Data

25.29.1. A provider shall maintain all documentation related to incident reporting, whether in electronic format or other format, for at minimum 7 years;

(*Revised on: 10/20/2026, Nathan Red, President*)

26. **Template for Providers' Investigations**

26.1. Assisted Independence, LLC. may use this template to document internal investigations of:

26.1.1. Allegations of Abuse, Neglect, and Exploitation,

26.1.2. Significant Injuries of Unknown Origins, or

26.1.3. Mortality Reviews.

26.2. This template meets the requirements for Division of Disability and Rehabilitative Services' (DDRS's) Required Components of an Investigation Policy and the Division of Disability and Rehabilitative Services' (DDRS's) Mortality Review Policy. Use of the template is optional.

26.2.1. Victim(s)/Alleged Victim's Background Information Victim(s)/Alleged victim's name(s):

26.2.1.1. Victim(s)/Alleged victim's information:

26.2.1.1.1. Funding Source
26.2.1.1.2. Medical Diagnosis
26.2.1.1.3. Intellectual Level
26.2.1.1.4. Method of Communication (verbal, gestures)

26.2.1.2. Background Information DDRS incident number:

26.2.1.2.1. Provider at time incident occurred:
26.2.1.2.2. Date/time event/alleged event occurred:
26.2.1.2.3. Staffing ratio at time of event/alleged event:
26.2.1.2.4. Date/time incident report was filed:
26.2.1.2.5. Required staffing ratio for date/time of event/alleged event
26.2.1.2.6. Immediate safety measures put into place following event/alleged event:

26.2.1.3. Name and title of all involved parties/ alleged involved parties: (Add additional lines as necessary)

26.2.1.3.1. All staff assigned to the victim/s or alleged victim/s at the time of the incident:
26.2.1.3.2. All perpetrators/alleged perpetrators:
26.2.1.3.3. All other people present at time of the event/alleged event: Include person's relationship to the victim/alleged victim: Family member Neighbor Other

26.2.1.4. Nature of the event/alleged event (e.g., abuse, neglect, etc.):

26.2.1.4.1. What happened/is alleged to have happened:
26.2.1.4.2. If applicable, include type of injury and location of injury on body.
26.2.1.4.3. Where it happened/is alleged to have happened. As appropriate indicate:
26.2.1.4.4. Family home or group home
26.2.1.4.5. Home's address
26.2.1.4.6. Room (bathroom, kitchen, bedroom, etc)
26.2.1.4.7. Community (specific place)
26.2.1.4.8. Day program (name, address)

26.2.1.5. Evidence:

26.2.1.5.1. Interviews/Witness Statements.

26.2.1.5.1.1. List all of the people interviewed as part of this incident investigation. Whenever possible obtain signed and dated statements from all parties including but not limited to the following. Include signed statements as attachments to this report.
26.2.1.5.1.2. Names/Titles/Contact Information
26.2.1.5.1.3. Interview Date/Time
26.2.1.5.1.4. How interview took place:
26.2.1.5.1.4.1. Face-to-face,
26.2.1.5.1.4.2. on the phone
26.2.1.5.1.5. Written Statement Obtained. Yes/No

26.2.1.5.1.6. Interviews: - Support event as described/allegations. - Do not support event as described/ allegations. - Partially support event as described/allegations.

26.2.1.5.1.6.1. Indicate where discrepancy occurs when interview either does not support events as described/allegations or partially support events as described/allegations.

26.2.1.5.1.7. Person who identified event/allegation that generated the Incident Report (IR):

26.2.1.5.1.8. Actual and potential witnesses to the event/alleged event:

26.2.1.5.1.9. [Individual's Supported] present at time of incident:

26.2.1.5.1.10. Staff present at time of incident:

26.2.1.5.1.11. Others present at time of incident: Family members, Neighbors, Others

26.2.1.5.2. Documentation reviewed

26.2.1.5.2.1. List all documents reviewed as part of this incident investigation and include copies as attachments to this report.

26.2.1.5.2.2. Potential documents include but are not limited to the following:

26.2.1.5.2.2.1. Dates of notes/records reviewed. Also, when applicable include any identifying information of documents reviewed.

26.2.1.5.2.2.2. Statement as to how document/record/photograph reviewed: Supports event as described/allegation. Does not support event as described/allegation. Partially supports event as described/allegation.

26.2.1.5.2.2.2.1. Indicate where discrepancy occurs when document/record reviewed either does not support events as described/allegations, or partially supports events as described/allegations.

26.2.1.5.2.2.3. Staff daily notes.

26.2.1.5.2.2.4. Medication administration records.

26.2.1.5.2.2.5. Emergency room or hospital reports

26.2.1.5.2.2.6. Behavior tracking sheets

26.2.1.5.2.2.7. Other Police reports

26.2.1.5.2.2.8. Billing statements/receipts

26.2.1.5.2.2.9. Guardian letters

26.2.1.5.2.2.10. Pictures or any other evidence

26.2.1.5.2.2.10.1. May include pictures of:

26.2.1.5.2.2.10.1.1. Injury

26.2.1.5.2.2.10.1.2. Physical condition of environment

26.2.1.6. Findings.

26.2.1.6.1. Based on all of the information reviewed for this incident investigation, I have determined that incident number _____ is:

26.2.1.7. □ Substantiated, the findings support the event as described/allegation,

26.2.1.8. □ Not substantiated, the findings do not support the event as described/allegations, or

26.2.1.9. □ Partially substantiated, the findings support part of how the event/allegation was described but not entirely.

26.2.1.9.1. Include a brief summary that includes a determination if rights have been violated, if services were not provided or not provided appropriately, if agency policies/procedures were not followed; and/or if any Federal or State regulations were not followed. If there is a discrepancy between the event as described/allegation and the final decision of this investigation explain why.

26.2.1.10. Completion

26.2.1.10.1. Signature of investigator indicates completion of investigation:

26.2.1.10.2. Name and Title of Person Completing Investigation:

26.2.1.10.3. Date incident investigation was completed:

26.2.1.10.4. Investigator's signature:

_____

26.2.1.11. The following section should be completed by a manager, administrator, or other position with the authority to make management and personnel decisions. This section should not be completed by the investigator. Responsibility for monitoring implementation of corrective action can be delegated.

26.2.1.11.1. Resulting Corrective Action. Describe all corrective actions developed and implemented and/or to be implemented as a result of the investigation.

26.2.1.11.2. Include person responsible for implementation of each corrective action item and completion dates.

26.2.1.11.3. Corrective Actions Resulting from Investigation:

26.2.1.11.4. Person Responsible for Implementing Corrective Action:

26.2.1.11.5. Implementation Date:

26.2.1.11.6. Name and Title of Person Completing Corrective Action:

26.2.1.11.7. Date corrective action was completed:

26.2.1.11.8. Signature:

(Latest 9/17/2024 Reagan Carr, Recruiter and HR Manager)

27. **Eligibility And ICF/ID-DD Level Of Care Determination For Developmental Disability Services**

27.1. It is the responsibility of the Bureau of Disability Services (BDS) to determine Eligibility for services under the State definition of developmental disability (Eligibility) and Intermediate Care for the Intellectually Disabled and Developmentally Disabled (ICF/ID-DD) Level of Care (LOC) for services for

persons with a developmental disability using the state and federal criteria. It is the policy of Bureau of Disability Services (BDS) to assure that criteria are uniformly applied in the process of Eligibility and ICF/ID-DD LOC determination. To be considered eligible for services for persons with a developmental disability, it must be determined that the individual has a severe, chronic disability as defined in IC 12-7-2-61(a), and that the individual meets the standards for ICF/ID-DD LOC defined in 42 CFR §435.1009.

27.2. DETAILED POLICY STATEMENT

27.2.1. 1. Application packets for services may be obtained or requested from local BDS offices.

27.2.2. 2. Individuals must gather any collateral information required for Eligibility and ICF/ID-DD LOC determination that they may have in their possession or are able to secure on their own. Collateral must be returned with the completed application or brought to the meeting with BDS staff. Individuals must also apply for Indiana Medicaid and be Indiana Medicaid eligible to receive services.

27.2.3. 3. Information needed to determine Eligibility and ICF/ID-DD may include, but is not limited to:

27.2.3.1. a. a psychological assessment that provides a current and valid description of the individual's intellectual functioning;

27.2.3.2. b. sufficient information regarding the individual's adaptive/functional capacity;

27.2.3.3. c. Individualized Education Program and educational case notes; and

27.2.3.4. d. information to determine age of onset of the eligible condition.

27.2.4. 4. In situations where collateral is unavailable or insufficient to determine Eligibility and ICF/IDDD LOC, Bureau of Disability Services (BDS) shall authorize assessments as determined appropriate by the Bureau of Disability Services (BDS) District Manager.

27.2.5. 5. Bureau of Disability Services (BDS) staff will conduct an interview with the applicant, family, and/or legal representative, as appropriate, and Bureau of Disability Services (BDS) staff will discuss service options.

27.2.6. 6. Bureau of Disability Services (BDS) shall first identify the presence of a mental impairment or physical impairment (other than a sole diagnosis of mental illness) as diagnosed by a physician, psychologist, or psychiatrist which shall be noted on the 450b confirmation of diagnosis form. Mental and physical impairments may include, but are not limited to, diagnoses such as:

27.2.6.1. a. mental retardation;

27.2.6.2. b. borderline intelligence (IQ between 70-84);

27.2.6.3. c. epilepsy;

27.2.6.4. d. cerebral palsy; Bureau of Disability Services (BDS) Policy Manual Date Effective: May 27, 2012 Policy Number: Bureau of

Disability Services (BDS) 460 0527 034 Eligibility & ICF/ID-DD LOC Determination 2

27.2.6.5. e. Autism Spectrum Disorder; and

27.2.6.6. f. other neurological brain disorders including Traumatic Brain Injuries. Note: Substantial deficits in functional behavior must be clinically judged to be indicative of a condition similar to that of an intellectual disability and not primarily attributable to mental illness. The presence of mental illness can exacerbate the functional limitations of a person with a developmental disability.

27.2.7. 7. BDS shall identify that the age of onset of the impairment is prior to age twenty-two (22).

27.2.8. 8. The impairment must be expected to continue without a foreseeable end. For example, if the impairment has a discrete, identifiable course of action (such as orthopedic injury, disease, or condition secondary to an injury), the expected duration would not be considered indefinite, and this criteria shall not be considered to be met.

27.2.9. 9. BDS shall review all collateral and determine whether substantial functional limitations are present in three (3) of the following areas of major life activity:

27.2.9.1. a. self-care;

27.2.9.2. b. understanding and use of language;

27.2.9.3. c. learning;

27.2.9.4. d. mobility;

27.2.9.5. e. self-direction;

27.2.9.6. f. capacity for independent living; and

27.2.10. 10. If the individual has substantial functional limitations in two (2) of the areas of major life activity listed above as well as in the area of economic self-sufficiency, the individual may be eligible for other state funded services. State funded services are subject to the availability of State funds.

27.2.11. 11. Bureau of Disability Services (BDS) shall provide a copy of the determination letter to the individual and/or the individual's legal representative. This also includes appeal rights and information should the individual wish to appeal the decision.

27.2.12. 12. Individuals who have been determined eligible under the State definition of developmental disability but who do not meet ICF/ID-DD LOC may not be placed on the waiting list for the Developmental Disability, Autism, or Support Services waivers or referred for supervised group living.

13. ICF/ID-DD LOC and Eligibility are reviewed annually.

27.3. DEFINITIONS

27.3.1. "BDS" means Bureau of Disability Services as created under IC 12-11-1.1-1.

27.3.2. “BDS assessment tools” mean tools that may include but are not limited to the Development Disabilities Profile, the Level of Care Screening Tool, and the Inventory for Client and Agency Planning.

27.3.3. “Capacity for independent living” means the capacity to effectively plan and engage in routine activities of daily living in each of the individual’s usual environments in a manner appropriate to age, person, place, and setting. Bureau of Disability Services (BDS) Policy Manual Date Effective: May 27, 2012 Policy Number: Bureau of Disability Services (BDS) 460 0527 034 Eligibility & ICF/ID-DD LOC Determination 3

27.3.4. “Collateral information” means any probative information supplied by the applicant to determine whether the individual is eligible for services.

27.3.5. “Economic self-sufficiency” means an individual’s ability to perform tasks necessary for regular employment without assistance from another person. For an adult, a substantial functional limitation exists when he/she requires assistance to obtain and/or maintain employment. For a child, a substantial functional limitation exists when he/she is unable to recognize the value of money, maintain attention to tasks, and follow instructions. This child requires more assistance to perform these activities than a typical child of the same age.

27.3.5.1. 1. Criteria for adults: The adult individual must not have the financial means to meet basic living, and one (1) of the following criteria must be met: due to the impairment(s) above, the individual requires assistance from another person to obtain or maintain employment.

27.3.5.2. 2. Criteria for children ages six (6) through seventeen (17): At least one (1) or more criteria must be met. Due to the impairments(s) above, the individual, as age appropriate:

27.3.5.2.1. 1) has a significant inability to recognize the purpose of money;

27.3.5.2.2. 2) is unable to follow one or two-step instructions; or

27.3.5.2.3. 3) is unable to maintain attention to tasks.

27.3.6. “Eligibility” specifically refers to eligibility for services under the State definition of developmental disability. Please see “State definition of developmental disability” below for the requirements.

27.3.7. “Eligible” means an administrative status in which it has been determined and documented by an employee of Division of Disability and rehabilitative Services (DDRS) that an individual meets certain criteria.

27.3.8. “ICF/ID-DD Level of Care” as defined in 42 CFR §435.1009 means a person must have a disability that is attributable to:

27.3.9. 1. mental retardation, epilepsy, cerebral palsy, or a condition (other than mental illness) similar to mental retardation that results in impairment of functioning similar to that of a person who is mentally retarded;

27.3.10. 2. manifests before the person is twenty-two (22) years of age;

27.3.11. 3. is likely to continue indefinitely; and
27.3.12. 4. constitutes a substantial disability to the person's ability to function normally in society due to substantial functional limitations in three (3) of the six (6) areas major life activity:
27.3.12.1. a. self-care;
27.3.12.2. b. understanding and use of language;
27.3.12.3. c. learning;
27.3.12.4. d. mobility;
27.3.12.5. e. self-direction; and
27.3.12.6. f. capacity for independent living.
27.3.13. "Indefinitely' means having persisted for at least twelve (12) months and/or expected to continue to persist for an indefinite period of time. BDS Policy Manual Date Effective: May 27, 2012 Policy Number: BDS 460 0527 034 Eligibility & ICF/ID-DD LOC Determination 4
27.3.14. "Learning" means the ability to acquire, retain, and modify basic functional skills and information that are appropriate to age, person, place and setting.
27.3.15. "Mental impairment" means an impairment characterized by sub-average intelligence (an IQ between 70- 84) with accompanying substantial impairments in adaptive functioning.
27.3.16. "Mobility" means the ability to engage in purposeful and self-directed movement within each of the individual's usual environments in a manner appropriate to age, person, place, and setting.
27.3.17. "Physical impairment' means a physiological condition, including neurological impairments, that has been diagnosed by a licensed physician and is characterized by manifestations of organic brain damage, sensory disorders, and seizures or the capacity to function in exertional and non-exertional activities such as walking and manipulating.
27.3.18. "Self-care" means the ability to perform basic activities such as eating, toileting, bathing, dressing/undressing, and grooming in the individual's usual living environment in a manner appropriate to age, person, place and setting.
27.3.19. "Self-direction" means the ability to make and follow through with decisions of major consequence and significance to the individual, using the capacity to exercise judgment, set realistic goals, initiate common activities, plan and execute related actions, complete tasks, seek assistance when needed, and evaluate results in a manner, appropriate to age, person, place and setting.
27.3.20. "State definition of a developmental disability" means a severe, chronic disability of an individual that meets all of the following conditions:
27.3.21. 1. Is attributable to:
27.3.21.1. A. intellectual disability, cerebral palsy, epilepsy, or autism; or

27.3.21.2. B. any other condition (other than a sole diagnosis of mental illness) found to be closely related to intellectual disability, because this condition results in similar impairment of general intellectual functioning or adaptive behavior or requires treatment or services similar to those required for a person with an intellectual disability.

27.3.22. 2. Is manifested before the individual is twenty-two (22) years of age.

27.3.23. 3. Is likely to continue indefinitely.

27.3.24. 4. Results in substantial functional limitations in at least three (3) of the following areas of major life activities:

27.3.24.1. A. Self-care.

27.3.24.2. B. Understanding and use of language.

27.3.24.3. C. Learning.

27.3.24.4. D. Mobility.

27.3.24.5. E. Self-direction.

27.3.24.6. F. Capacity for independent living.

27.3.24.7. G. Economic self-sufficiency.

27.3.25. "State funded services" means a funding source for services authorized by DDRS using 100% state BDS Policy Manual Date Effective: May 27, 2012 Policy Number: BDS 460 0527 034 Eligibility & ICF/ID-DD LOC Determination 5 dollars obligated, within available resources, to support adult individuals who have been determined eligible for developmental disabilities services by BDS when all other possible resources, including Medicaid, are unavailable.

27.3.26. "Substantial functional limitation" means a serious deficit in adaptive behavior that results in the inability to meet standards of personal independence and social responsibility to the extent that the individual requires aid from another in the form of physical guidance, verbal, visual, gestured, or physical prompts to initiate, sustain, or complete a task. Refusal to comply with a prompt does not constitute a substantial functional limitation.

27.3.27. "Understanding and use of language" means the ability to effectively communicate basic wants and needs, follow basic instructions, and/or understand communication from another in a manner appropriate to age, person, place and setting. REFERENCES IC 12-11-2.1-1 IC 12-7-2-61(a) 42 CFR §435.1009

28. **Guidance – HCBS in hospital settings (**Date: August 4, 2020): In accordance with the recent amendment to Section 1902(h) of the Social Security Act (42 U.S.C. 1396a(h)), states' Medicaid programs are permitted to provide home-and community-based services to individuals in acute care hospitals. The Bureau of Disability Services has developed the following guidance for the delivery of HCBS (i.e., Family Support Waiver and the Community Integration Habilitation Waiver) in acute care

hospitals. This guidance is only applicable for individuals receiving BDS waiver services who are seeking or receiving treatment in an acute care hospital setting for inpatient medical care or other related services for surgery, acute medical conditions, or injuries. This guidance does not pertain to individuals who require long term care in a facility-based setting including but not limited to nursing homes, rehabilitation centers and/or treatment facilities.

28.1. Individuals may receive home and community-based services (HCBS) from their direct support professional or other support staff like behavior management or music therapy provider while receiving medical care and treatment in an acute care hospital so long as the following conditions exist:

28.1.1. the waiver service is accurately documented in the Person-Centered Individualized Support Plan (PCISP);

28.1.2. the waiver service provided meets the need(s) of the individual that are not met through the provision of hospital services; and

28.1.3. the waiver service is being provided to ensure a smooth transition between the acute care settings and home and community-based setting and preserve the individual's functional abilities. The home and community-based services (HCBS) provided by the direct support professional or other support staff such as behavior management or music therapy provider may not be utilized as a substitute for services that the hospital is obligated to provide through its conditions, requirements and expectations under any participation, licensing, professional partnership agreement(s) as well as local, state and/or federal laws.

28.2. Case managers are required to document in the case notes when an individual receives acute medical care. The case manager must ensure the waiver service is identified in the PCISP and the following must be included in the case note:

28.2.1. what waiver service(s) will be provided during the acute hospital stay,

28.2.2. description of how the waiver services will assist in returning to the community and preserve individual's functional abilities,

28.2.3. coordination and communication activities among individualized support team members,

28.2.4. anticipated length of acute hospital stay, and

28.2.5. anticipated frequency and duration of the waiver service.

28.3. Case managers may not interrupt or terminate an individual's waiver due to an acute hospital admission or stay. If the individual needs HCBS services to support them during an acute hospital stay, the case manager will update the individual's plan within waiver rules and service limitations. Parent(s) and legal guardians of adults who are employed as the individual's direct support professional may continue to provide the waiver service while the individual is receiving care and treatment in the acute care hospital setting up to and including the current approved number of hours that exists with the current service plan at the time of hospitalization. Individuals receiving services on the CIH waiver who

may need additional supports while receiving care in an acute care hospital setting may submit a budget modification request that documents the need for increased supports, the anticipated length of temporary supports needed, and the availability of staff to provide the support. All FSW and CIH waiver rules and service limitations still apply (i.e. 40 hour rule, incident reporting guidelines, etc.).

(Latest 9/17/2024 Reagan Carr, Recruiter and HR Manager)

29. **Collaboration and Quality Control**
    - 29.1. 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).
    - 29.2. Assisted Independence, LLC. shall give the individual's provider of case management supports access to the provider's quality assurance and quality improvement procedures.
    - 29.3. 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.
    - 29.4. If applicable, Assisted Independence, LLC. shall implement the seizure management system designed by the individual's provider responsible for seizure management.
    - 29.5. 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.
    - 29.6. If applicable, Assisted Independence, LLC. shall implement the Behavioral Support Plan (BSP) designed by the individual's provider of behavioral support supports.
    - 29.7. 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.
30. **Quality Assurance and Quality Improvement**
    - 30.1. Assisted Independence, LLC. shall have an internal quality assurance and quality improvement system that is:
        - 30.1.1. focused on the individual; and
        - 30.1.2. appropriate for the supports being provided.
    - 30.2. The system described above shall include at least the following elements:
        - 30.2.1. An Annual Survey of Individual Satisfaction.
        - 30.2.2. Records of the findings of Annual Survey of Individual Satisfaction.
        - 30.2.3. Documentation of efforts to improve supports delivery in response to the Annual Survey of Individual Satisfaction.

30.2.4. An assessment of the appropriateness and effectiveness of each support provided to an individual.

30.2.5. A process for:

30.2.5.1. analyzing data concerning reportable incidents;

30.2.5.2. developing recommendations to reduce the risk of future incidents; and

30.2.5.3. reviewing recommendations to assess their effectiveness.

30.2.6. If medication is administered to an individual by Assisted Independence, LLC., a process for:

30.2.6.1. analyzing medication errors;

30.2.6.2. developing recommendations to reduce the risk of future medication errors; and

30.2.6.3. reviewing the recommendations to assess their effectiveness.

30.2.7. If behavioral support supports are provided by Assisted Independence, LLC., a process for:

30.2.7.1. analyzing the appropriateness and effectiveness of behavioral support techniques used for an individual;

30.2.7.2. developing recommendations concerning the behavioral support techniques used with an individual; and

30.2.7.3. reviewing the recommendations to assess their effectiveness.

30.2.8. 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:

30.2.8.1. analyzing the appropriateness and effectiveness of the instructional techniques used with an individual;

30.2.8.2. developing recommendations concerning the instructional techniques used for an individual; and

30.2.8.3. reviewing the recommendations to assess their effectiveness.

31. **Affirmative Action / Equal Employment Opportunity**

31.1. 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.)

31.2. 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.

31.3. 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.

31.3.1. 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) is Nathan Red, (812) 374- 9450, nathan@assistedindependence.care.

(Latest Revision: 01/09/2024, Nathan Red, President)

32. **Cultural Competency and Diversity Plan**

32.1. 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 employees to work more effectively cross culturally by understanding, appreciating, and respecting differences and similarities in beliefs, values, and practices with and between cultures.

32.2. The plan is intended to address individuals supported, employees, and other stakeholders and is based on the following areas: culture, age, gender, sexual orientation, spiritual beliefs, socioeconomic status, and language.

32.3. Assisted Independence, LLC. seeks to improve the quality of life for all employees, persons served, families, and organizations that encounter our agency. We expect to achieve our goal by educating and training our employees 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.

32.4. 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.

32.5. Assisted Independence, LLC. defines "cultural competency" as:

32.5.1. A set of values and principles, which are reflected within the behaviors, attitudes, policies, and structures of Assisted Independence, LLC.'s agency and employees to result in appropriate and effective supports for all;

32.5.2. 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;

32.5.3. 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.

32.6. "Cultural" refers to integrated patterns of human customs, beliefs, & values about life that are widely shared among the members.

32.7. "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.

32.8. As Assisted Independence, LLC. continues to develop and improve its Cultural Competency Plan, we make sure that the following are always incorporated:

32.8.1. Assisted of professionals who have cultural expertise,

32.8.2. An observation and implementation process, and

32.8.3. Follow-up activities that incorporate feedback and input from participants.

32.9. 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.

32.10. Our hands on experiences are supportive by giving individuals supported an opportunity to grow from where they are to where they can achieve their goals. This not only helps individuals supported grow, but us as employees as well.

32.11. 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:

32.11.1. Provide a framework for employees to learn concepts and characteristics of culture.

32.11.1.1. Timeline: Employees will be trained at orientation and provided additional training a minimum of once every three years.

32.11.2. Include cultural data in the annual report.

32.11.3. Advocate for cultural competence in the broader community.

32.11.3.1. Timeline: Ongoing

32.11.4. Strive for employee composition that reflects the demographics of our community.

32.11.4.1. Timeline: Review annually and include as part of the annual report.

32.11.5. Designate an employee person with the overall responsibility for cultural competence. Consider an advisory committee to oversee cultural competence initiatives.

32.11.6. Annually report on cultural competence performance measures and outcomes.

32.11.7. Develop resources specifically designed for cultural competence training and periodically review/update these resources to ensure their relevance for culture specific programs and supports.

32.11.7.1. review every three years.

(Latest Revision: 01/09/2024, Nathan Red, President)

33. **Family and Medical Leave Act (FMLA)**

33.1. 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:

33.1.1. In order to care for a child following the child's birth;

33.1.2. The placement of a child for adoption or foster care, and to care for the newly placed child;

33.1.3. To care for an immediate family member (spouse, child, or parent) with a serious health condition*;

33.1.4. The employee's own serious health condition* that makes the employee unable to perform the functions of the employee's position; or

33.1.5. 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

33.2. *Under the Family Medical Leave of Act (FMLA), a <u>serious health condition</u> 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.

33.3. 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).

33.3.1. "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

33.3.2. "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."

33.3.3. "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.

33.3.4. "Next of Kin" is the closest blood relative of the injured or recovering service member.

33.3.5. "Covered active duty" means:

33.3.5.1. 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

33.3.5.2. 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.

33.3.6. "Covered service member" means:

33.3.6.1. 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

33.3.6.2. 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.

33.3.7. "Serious injury or illness" means:

33.3.7.1. 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

33.3.7.2. 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.

33.3.8. "Outpatient status" means:

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

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

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

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

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

33.4.3. 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

33.5. 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.

33.6. 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.

33.7. 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.

33.8. 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.

33.9. 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.

33.10. 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.

33.11. 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.

33.12. 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.

33.13. 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 a 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.

33.14. Assisted Independence, LLC. has the right to require:

33.14.1. A second or third opinion (at its own expense) if it has reason to doubt the certification,

33.14.2. Periodic reports and intent to return to work, and

33.14.3. A fitness-for-duty report to return to work.

33.15. 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.

33.16. 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 a 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.

33.17. Assisted Independence, LLC. has the right to require:

33.17.1. A second or third opinion (at its own expense) if it has reason to doubt the certification,

33.17.2. Periodic reports and intent to return to work, and

33.17.3. A fitness-for-duty report to return to work.

33.18. 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.

33.19. 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.

33.20. 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.

33.21. 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.

33.22. 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.

33.23. 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.

33.24. 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.

33.25. 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.

33.26. An employee receiving bereavement or benefits as prescribed in the Family Medical Leave of Act (FMLA) should not document through the Assisted Independence, LLC. timekeeping software.

33.27. If you have any questions, concerns, or disputes with this policy, you must contact Nathan Red at nathan@assistedindependence.care in writing.

34. **Risk Management**

34.1. 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.

34.2. 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.

34.3. 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.

34.4. 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.

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

34.5.1. General Liability

34.5.1.1. 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.

34.5.2. Professional Liability (Including Directors and Officers coverage)

34.5.2.1. 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.

34.5.3. Liability to Employees

34.5.3.1. 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.

34.5.4. Property Loss

34.5.4.1. 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.

34.5.5. Vehicle-related Loss

34.5.5.1. 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.

34.5.6. Contractual Liability

34.5.6.1. 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.

34.5.7. Business Loss / Interruption

34.5.7.1. Loss or reductions of funding and major losses of facilities all create risk.

34.5.8. Loss of Reputation

34.5.8.1. Loss of Reputation could result from negative publicity arising from negligent or unethical behavior of employee and/or organization.

34.5.8.1.1. The President of Assisted Independence, LLC. is the only authorized individual to make statements to any media whatsoever.

34.6. Assisted Independence, LLC. will adopt these methods in order to manage risk:

34.6.1. 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.

34.6.2. 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.

34.6.3. 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.

34.6.4. 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.

35. **Communication Policy**

35.1. All owners, directors, agents, employees, contractors, or subcontractors of Assisted Independence, LLC. are to use the following etiquette when using social media:

35.1.1. Refrain from using any social media while providing supports to an individual

35.1.2. 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.

35.1.3. 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.

35.2. 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.

35.3. 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.

35.4. 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.

35.4.1. 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.

35.4.2. 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.

35.4.3. 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.

36. **Health Status**

36.1. Except as specified in this section, this section applies to all providers of supported living supports and supports.

36.2. 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:

36.2.1.1. The individual's medical condition.

36.2.1.2. The individual's developmental and behavioral status.

36.2.1.3. The risks of treatment.

36.2.1.4. The individual's right to refuse treatment.

37. **Individual Freedoms**

37.1. 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:

37.1.1. occupational therapy supports;

37.1.2. physical therapy supports;

37.1.3. music therapy supports; and

37.1.4. speech-language therapy supports

37.2. Assisted Independence, LLC. shall establish a system to ensure that an individual has the opportunity for personal privacy.

37.3. Assisted Independence, LLC. shall establish a system to:

37.3.1. ensure that an individual is not compelled to perform supports for Assisted Independence, LLC.; and

37.3.2. provide that, if an individual works voluntarily for Assisted Independence, LLC., the individual is compensated:

37.3.2.1. at the prevailing wage for the job; and

37.3.2.2. 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.

37.4. Assisted Independence, LLC. shall establish a system that ensures that an individual has:

37.4.1. the opportunity to communicate, associate, and meet privately with persons of the individual's choosing;

37.4.2. the means to send and receive unopened mail; and

37.4.3. access to a telephone with privacy for incoming and outgoing local and long-distance calls at the individual's expense.

37.5. Assisted Independence, LLC. shall establish a system for providing an individual with the opportunity to participate in social, religious, and community activities.

37.6. Assisted Independence, LLC. shall establish a system that ensures that an individual has the right to retain and use appropriate personal possessions and clothing.

37.7. Assisted Independence, LLC. shall establish a system for protecting an individual's funds and property from misuse or misappropriation.

37.7.1. 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;

37.7.1.1. Ensuring the individual's supported are aware and realize when they receive funds and where those funds are kept

37.7.1.2. Assisting in creating a budget

37.7.1.3. Compiling receipts

37.7.1.4. Ensuring any applicable bills are paid on time

37.8. 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.

37.9. 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.

37.9.1. 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.

37.9.2. The Rights Assessment is to be administered one-on-one, in a private setting.

37.9.3. 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.

37.9.4. The Rights Assessment are to be administered to individuals over the age of 16 years old.

38. **Use of Restricted Interventions, including Restraint**

38.1. It is the policy of the Bureau of Disability Services (BDS) 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.

38.2. Incorporating Restrictive Interventions into Behavior Support Plans (BSP's)

38.2.1. 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.

38.2.2. 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.

38.2.3. A Behavioral Support Plan (BSP) containing a restrictive intervention shall include, prior to implementation:

38.2.3.1. identifying information for the individual;

38.2.3.2. operational definition for alternate or replacement behaviors to be increased or taught;

38.2.3.3. alternate or replacement behavior objectives;

38.2.3.4. data collection instruction for alternate or replacement behaviors to be increased or taught;

38.2.3.5. operational definition for targeted behaviors to be decreased;

38.2.3.6. data collection instructions for targeted behaviors to be decreased;

38.2.3.7. pro-active or preventative strategies;

38.2.3.8. re-active or de-escalation strategies;

38.2.3.9. for psychotropic medications, the:

38.2.3.9.1. listing of psychotropic medications prescribed;

38.2.3.9.2. diagnosis for which each psychotropic medication is prescribed;

38.2.3.9.3. physician prescribing psychotropic mediations;

38.2.3.9.4. side effects of each psychotropic medication;

38.2.3.9.5. 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;

38.2.3.9.6. 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;

38.2.3.9.7. for PRN psychotropic medications:

38.2.3.9.7.1. the steps to be taken prior to administration and during the administration of a PRN psychotropic medication;

38.2.3.9.7.2. 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;

38.2.3.9.7.3. the mandate to file an incident report with the Bureau of Quality Improvement Supports (BQIS) following every usage of a PRN psychotropic medication;

38.2.3.10. risk verses benefits analysis for restrictive interventions;

38.2.3.11. IST signature page, including signatures:

38.2.3.11.1. identifying the author of the Behavioral Support Plan (BSP);

38.2.3.11.2. of the individual, or if indicated, the individual's legal representative, following a statement confirming informed consent for the Behavioral Support Plan (BSP);

38.2.3.11.3. of the Human Rights Committee (HRC) Chairperson, following a statement confirming HRC review and approval of the Behavioral Support Plan (BSP).

38.2.4. 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.

38.2.5. 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.

38.2.6. A Behavioral Support Plan (BSP) is a component of the individual's ISP.

38.2.7. All providers working with an individual shall implement the individual's Behavioral Support Plans (BSP's).

38.3. Employee Training Required

38.3.1. 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.

38.3.2. Each service provider's supervisory staff trained on an individual's Behavioral Support Plan (BSP) by the behavioral support supports provider shall provide competence based training to direct support professional staff on implementation of the Behavioral Support Plan (BSP).

38.3.3. Assisted Independence, LLC. shall ensure that staff receives competency based training as described in "1" and "2" above, prior to working with the individual.

38.4. Interventions Determined as Restrictive

38.4.1. Examples of restrictive interventions include but are not limited to:

38.4.1.1. restraint, including:

38.4.1.1.1. chemical restraint;

38.4.1.1.2. manual restraint;

38.4.1.1.3. mechanical restraint;

38.4.1.1.4. alarms added to an individual's natural environment including doors, windows, refrigerators, cabinets, and other home appliances and fixtures;

38.4.1.1.5. exclusionary time out;

38.4.1.1.6. intensive staffing for control of behavior;

38.4.1.1.7. limited access or contingency access to preferred items or activities naturally available in the individual's environment;

38.4.1.1.8. reprimand;

38.4.1.1.9. response cost; and

38.4.1.1.10. use of psychotropic medications to control the occurrence of an unwanted behavior.

38.5. Use of Restrictive Interventions in a Behavioral Emergency

38.5.1. Assisted Independence, LLC. shall have a written policy describing the process to be used for a behavioral emergency that addresses:

38.5.1.1. identification of specific, defined emergency interventions to be used for behavioral emergencies;

38.5.1.2. identification of any appropriately trained staff that is authorized to select and initiate an emergency intervention;

38.5.1.3. training needed for staff prior to implementing emergency interventions; d. directions for documenting:

38.5.1.3.1. description of the behavioral emergency;

38.5.1.3.2. a description of the emergency intervention implemented;

38.5.1.3.3. the person/s implementing the emergency intervention;

38.5.1.3.4. the duration of the emergency intervention;

38.5.1.3.5. the individual's response to the emergency intervention;

38.5.1.3.6. 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;

38.5.1.3.7. a mandate that Assisted Independence, LLC. employees receive training on the written policy describing the process to be used for a behavioral emergency, prior to working with individuals.

38.5.1.4. A restrictive intervention may be used in a behavioral emergency without being planned when all of the following are present:

38.5.1.4.1. an unanticipated behavioral emergency exists;

38.5.1.4.2. an individual's behavior poses an imminent threat of harm to self or others;

38.5.1.4.3. 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.

38.5.1.4.4. the intervention chosen is determined to be the least restrictive measure required to quell the unanticipated behavioral emergency.

38.5.1.4.5. 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:

38.5.1.4.5.1. assessments or reassessments as may be indicated, based upon any changes in the individual's health or behavioral status;

38.5.1.4.5.2. environmental adjustments, as may be indicated;

38.5.1.4.5.3. the addition of a Behavioral Support Supports provider to the Individualized Support Team (IST), if indicated;

38.5.1.4.5.4. the development of, or revision of a Behavioral Support Plan (BSP) for the individual, as may be indicated;

38.5.1.4.5.5. 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.

38.6. Use of Restraints

38.6.1. 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.

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

38.7.1. 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:

38.7.1.1. a directive for release from restraint when the individual no longer presents a risk of harm to self or others;

38.7.1.2. measures to be initiated in the event of injury from restraint;

38.7.1.3. documentation of the person/s executing the restraint;

38.7.1.4. documentation of the times and duration of restraint and the times and duration of any attempted release from restraint;

38.7.1.5. documentation of the individual's response to each restraint usage; and

38.7.1.6. a directive to file an incident report with Bureau of Quality Improvement Services (BQIS) following each restraint usage;

38.8. Medical Restraints for Procedures

38.8.1. 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.

38.8.2. Medical procedure restraints must:

38.8.2.1. be used only after documentation of an assessment of the efficacy of alternative positive supportive strategies to facilitate the medical procedure;

38.8.2.2. be of minimum duration to accomplish the procedure; and

38.8.2.3. be used only with a physician/dentist order;

38.8.3. Medical restraints for procedures do not require the filing of an incident report.

38.9. Medical Restraints for Health-Related Conditions

38.9.1. Medical restraints for health-related conditions may be used to allow healing of an injury, post-surgical wound, ulcers, infections or similar medical conditions.

38.9.2. Medical restraints for health-related conditions:

38.9.2.1. must be ordered by a physician;
38.9.2.2. must include rationale for use; and
38.9.2.3. must be time limited.

38.9.3. Medical restraints for health-related conditions do not require the filing of an incident report.

38.10. Medical Restraints for Protection from Injury

38.10.1. Medical restraints for protection from injury may be used in the presence of a chronic health condition.

38.10.2. Medical restraints for protection from injury:

38.10.2.1. do not include chemical restraint;

38.10.2.2. must be used only after: a. documented Individualized Support Team (IST) and medical provider consideration of alternative safety measures;

38.10.2.3. documented risks verses quality of life discussion by the Individualized Support Team (IST);

38.10.2.4. must be addressed and described in the individual's Person-Centered Individualized Support Plan (PCISP); and

38.10.2.5. must be ordered by a physician with review and renewal of such order as determined by the physician, and at minimum annually.

38.10.2.6. Medical restraints for protection from injury do not require the filing of an incident report.

38.11. Prohibited Interventions

38.11.1. Any restraint used for convenience or discipline is prohibited and shall not be used.

38.11.2. Prone restraint where an individual is face down on their stomach is prohibited and shall not be used.

38.11.3. Any aversive technique is prohibited and shall not be used.

38.11.4. Mechanical restraint shall not be used except when ordered as a medical restraint by a licensed physician

(*Revised on: 08/19/2024, Raeanna Hostetler, Manager of Direct Supports*)

39. **Receiving Subpoena**

39.1. 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.

39.2. The employee's direct supervisor is to be notified in the event a subpoena is issued, who will then notify the President of Assisted Independence, LLC.

39.3. Assisted Independence, LLC. will provide legal counsel/representation/advice as needed or requested.

39.4. 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.

39.5. Employees are 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.

40. **Employee Attendance Policy**

40.1. 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 compliant, utilizing a three-strike method;

40.1.1. First Offense: The employee will be contacted by the direct supervisor and will be given a verbal warning. The incident will be documented and placed within the employee's file.

40.1.2. Second Offense: The employee will be required to meet with the direct supervisor 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.

40.1.3. Third Offense: Termination

40.2. 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:

40.2.1. 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, LLC. must attempt to find backup employee 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 employee's direct supervisor can deliberate with the President on specific situations.

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

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

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

40.3. 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.

40.4. 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.

40.5. Overtime Policy

40.5.1. Employees 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.

40.5.2. In the event overtime hours are submitted without prior approval, the employee who submitted the overtime hours will be contacted by the employee's direct supervisor and the incident may be documented and placed in the employees' file at the discretion of the employee's direct supervisor.

40.5.3. In the event an incident of this nature occurs again, the employee's direct supervisor will contact the employee. The employee's direct supervisor will deliberate with the President on a course of action to take dependent on the amount of overtime hours submitted without approval. The employee will be notified on the determined course of action within one to two (1-2) business days.

40.5.4. Assisted Independence, LLC. has the right to pursue termination of employment at their discretion at any time.
(Revised on: 01/09/2024, Nathan Red, President)

41. **Sexual Harassment**

41.1. 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.

41.2. 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.

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

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

42. **Person-First Language Policy**

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

42.2. Any violation of person-first procedures that is observed, witnessed, or reported will result in a meeting with the employee's direct supervisor of Assisted Independence, LLC. within five (5) business days to determine disciplinary actions, including;

42.2.1. Termination of employment

42.2.2. Suspension of employment

42.2.3. Additional training comprised of studies and testing by the employee's direct supervisor

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

42.4. 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.

42.5. 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. employees to understand language registers and how to conduct speech in a professional manner. Language registers are generally broken into five categories;

42.5.1. 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)

42.5.2. Formal Register – standard English used in formal setting and generally one-way in nature (examples include; speeches, school lessons, announcements, decisions made by judges)

42.5.3. 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.)

42.5.4. 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)

42.5.5. 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)

43. **Advanced Directives / Legal requirements for completion of advance directives**

43.1. 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.

43.2. The Indiana State Department of Health recognizes these Advanced Directives:

43.2.1. Talking directly to your physician and family

43.2.2. Organ and tissue donation

43.2.3. Health care representative

43.2.4. Living Will Declaration or Life-Prolonging Procedures Declaration
43.2.5. Psychiatric advanced directives
43.2.6. Out of Hospital Do Not Resuscitate Declaration and Order
43.2.7. Physician Orders for Scope of Treatment (POST)
43.2.8. Power of Attorney

43.3. 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;

43.3.1. Understanding advanced directive options as described in the Indiana State Department of Health's document titled "Advanced Directives, Your Right to Decide"

43.3.2. Completing one or more of the following advance directive documents per the individual's choosing, including the signatures of witnesses as indicated;

43.3.2.1. Indiana Appointment of Health Care Representative
43.3.2.2. Living Will Declaration
43.3.2.3. Life Prolonging Procedures Declaration
43.3.2.4. Organ Donor Card

43.3.3. 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.

43.3.4. Ensure copies of all signed advanced directives documents are provided to an individual's;

43.3.4.1. Health care representative, if indicated;
43.3.4.2. Immediate family members
43.3.4.3. Personal Physician
43.3.4.4. Medical Specialists providing service to an individual
43.3.4.5. The individual's attorney, if indicated
43.3.4.6. All supported living service providers

43.3.5. Assisted Independence, LLC. will ensure that its employees are properly trained on any individual's advanced directives.

43.4. Advance directives are legally binding when prepared by a competent adult, 18 years or age or older, including a legal guardian.

43.5. Individualized Support Team (IST) discussion of advance directives:

43.5.1. The individual's Case Manager shall:

43.5.1.1. Ensure that the Individualized Support Team (IST) for an individual meeting requirements to complete advance directives:

43.5.1.1.1. discusses advance directives with the individual or legal guardian if indicated:

43.5.1.1.1.1. annually at the individual's individualized support plan (ISP) meeting; and

43.5.1.1.1.2. upon notification to the individual of a terminal diagnosis;

43.5.1.1.2. assists the individual in selecting a trusted other who will work with the individual to better understand advance directives and, if the individual so chooses, prepare advance directive documents.

43.5.2. Ensure that the individual and all members of the individual's Individualized Support Team (IST) understand that any advance directive signed by the individual is voluntary and may be cancelled by the individual at will.

43.5.3. Document in case notes and in the ISP, the Individualized Support Team (IST) discussion of advance directives, including identification of a trusted other when the individual so chooses.

43.6. When an individual elects to prepare advance directives

43.6.1. Upon the decision by the individual to prepare advance directives, the individual's case manager shall:

43.6.1.1. collaborate with the trusted other chosen by the individual to ensure the individual is assisted with:

43.6.1.1.1. understanding advance directive options as described the Indiana State Department of Health's document titled "Advance Directives, Your Right to Decide";

43.6.1.1.2. completing one or more of the following advance directive documents per the individual's choosing, including the signatures of witnesses as indicated:

43.6.1.1.2.1. Indiana Appointment of Health Care Representative;

43.6.1.1.2.2. Living Will Declaration;

43.6.1.1.2.3. Life Prolonging Procedures Declaration;

43.6.1.1.2.4. Organ Donor Card;

43.6.1.1.3. understanding that any or all of the advance directive documents may be cancelled if the individual changes their mind about any advance directive decision; and

43.6.1.1.4. how to cancel one or more of the advance directive documents upon deciding to do so;

43.6.1.1.5. call a team meeting should the individual wish to execute a Health Care Power of Attorney advance directive option, and discuss the need for an attorney's services to do so;

43.6.1.1.6. ensure copies of all signed advance directive documents are provided to the individual's:

43.6.1.1.6.1. health care representative, if indicated;

43.6.1.1.6.2. immediate family members;

43.6.1.1.6.3. personal physician;

43.6.1.1.6.4. medical specialists providing services to the individual;

43.6.1.1.6.5. the individual's attorney, if indicated;

43.6.1.1.6.6. all supported living services providers;

43.6.2. The individual's supported living services providers shall ensure employees providing services to the individual are trained on the individual's advanced directives.

43.7. Executing advance directives:

43.7.1. All entities providing services to the individual shall comply with the advance directives the individual has put in place.

43.8. DEFINITIONS: "BDDS" means Bureau of Developmental Disabilities Services as created under IC 12-11-1.1-1. "Competent adult" means a person 18 years or older having the ability to manage their own affairs. "DDRS" means the Division of Disability and Rehabilitative Services as established by IC 12-9-1-1. "Individualized Support Team" or "IST" means a team of persons, including: 1. an Individual; 2. the Individual's legal representative, if applicable; 3. the Individual's Providers; 4. the Individual's Case Manager, if indicated; 5. a BDDS representative; and 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 Individualized Support Plan (ISP). "Trusted other" means a person selected by an individual to assist the individual in understanding advance directives and, when the individual so chooses, to prepare advance directives documents per the individual's preferences and decisions.

(Latest Revision 01/16/2026, Nathan Red, President)

44. **Budget Modification Request**

44.1. 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):

44.1.1. Loss of a housemate due to:

44.1.1.1. Death

44.1.1.2. Extended hospitalization of fourteen (14) or more days;

44.1.1.3. Nursing facility respite stay of fourteen (14) or more days;

44.1.1.4. Incarceration of fourteen (14) or more days;

44.1.1.5. Substantiated abuse, neglect, or exploitation;

44.1.1.6. Needed interventions for health and medical needs; or

44.1.1.7. Inability to share staffing

44.1.2. Loss of employment

44.1.3. State substantiated abuse, neglect or exploitation

44.1.4. Behavioral needs requiring intervention

44.1.5. Extraordinary Health or Medical needs requiring intervention

44.2. 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 Disability Service's (BDS's) case management system.

44.3. Budget Modification Requests must be filed within forty-five (45) calendar days of the event or status change.

(*Revised on: 08/19/2024, Raeanna Hostetler, Manager of Direct Supports*)

45. **Budget Modification Request Timeline**

45.1. Purpose: To clarify the Budget Modification Request (BMR) process by implementing standards and a timeline for the providers, case managers and the Bureau of Disability Services (BDS) staff. Scope: Bureau of Disability Services (BDS) staff, providers, case managers and individuals served

45.2. Policy Statement(s):

45.2.1. Budget Modification Requests must be filed within forty-five (45) calendar days of the event or status change. The following is a suggested timeline for filing a Budget Modification Request (BMR). While providers, individuals and support teams do not have to follow this exact timeline, the process must be completed within forty-five (45) calendar days of the qualifying event:

45.2.1.1. An event or status lasting longer than fourteen (14) consecutive days is eligible for BMR review by the Personal Allocation Review (PAR) unit.

45.2.1.2. The provider notifies the individual's case manager of the identified status change within seven (7) days of identification of a fourteen {14) consecutive day event or status resulting in a potential need for budget modification.

45.2.1.3. The case manager coordinates and documents with the individual's individualized support team of the proposed modification within fourteen (14) days of receipt of the notice from the identifying provider.

45.2.1.4. The case manager collects and submit BMR information and request within ten (10) days of the meeting with the individual's team via the format and required documentation noted in the current Bureau of Disability Services (BDS) data entry system.

45.2.1.5. The individual's Bureau of Disability Services (BDS) district office must provide an initial response to the team's BMR request within seven (7) days of receipt.

45.2.1.6. The BDS central office must provide an initial response within seven (7) days of the district office's approval of the request. Definitions: "Budget Modification Request" or "BMR" means a temporary request for funds in addition to the approved allocation and Service Authorization (460 IAC 13-3-5) "Temporary Change" means a change lasting at least fourteen consecutive (14) days but no longer than ninety consecutive (90) days. References: 460 IAC 13-3-5 460 IAC 13-4-1 BDDS Policy 2017-03-8-002

46. **Budget Review Questionnaire (BRQ) Procedure**

46.1. The purpose of this procedure is to describe the process for individuals, through their respective waiver case managers, to request an increase to the

Objective Base Allocation (OBA) to meet their increased needs because of a qualifying event. Scope: Individual Support Team Duties; The Individual Support Team (IST) is responsible for:

46.1.1. Evaluating the needs of an individual who is receiving Medicaid Home and Community Based Services through the Community Integration and Habilitation (CIH) Waiver and experiences a qualifying event;

46.1.2. Reviewing the functional assessment findings and, if it finds the individual needs an increased budget, providing the individual's waiver case manager supporting documentation to justify an increase to the individual's budget allocation; and

46.1.3. Communicating the additional needs of the individual to the waiver case manager, if it believes the Objective Based Allocation (OBA) budget allocation does not meet the individual's needs after a qualifying event.

46.1.3.1. Personal Allocation Review Unit Duties The Personal Allocation Review (PAR) unit is responsible for:

46.1.3.1.1. Reviewing the Budget Review Questionnaire (BRQ) and supporting documentation and information;

46.1.3.1.2. Determining whether, based on the information provided, an individual's Objective Base Allocation (OBA) budget allocation meets the individual's needs; and

46.1.3.1.3. Determining a new ALGO and budget allocation if it finds that the individual's ALGO changed. Waiver Case Manager Duties The waiver case manager is responsible for:

46.1.3.1.3.1. Submitting the Budget Review Questionnaire (BRQ) to the Bureau of Disability Services (BDS) with the following documentation based on the specific qualifying event.

46.1.3.1.3.1.1. The Individualized Support Team (IST) identified that the individual's needs are not being met through shared staffing:

46.1.3.1.3.1.1.1. An explanation of why it is not feasible for the individual to share staffing or live with housemates.

46.1.3.1.3.1.2. The individual completes his or her education:

46.1.3.1.3.1.2.1. A copy of certificate of completion or other documentation from school noting the final date for attendance.

46.1.3.1.3.2. The Individualized Support Team (IST) believes the ALGO level is incorrect:

46.1.3.1.3.2.1. The Individualized Support Team’s (IST’s) review of the Inventory for Client and Agency Planning (ICAP) assessment with detailed notes on areas needing reviewed; and

46.1.3.1.3.2.2. The medical and behavioral documentation needed to update the addendum.

46.1.3.1.3.3. Health or medical condition prevents the individual from attending day programs:

46.1.3.1.3.3.1. Documentation from a medical professional outlining why the condition negates a day program, the duration of the condition, and risk factors to consider.

46.1.3.1.3.4. The Individualized Support Team (IST) believes that the Wellness Coordination Health score is inaccurate and needs to be reviewed:

46.1.3.1.3.4.1. Documentation from a medical professional outlining the change in condition or diagnosis, with an anticipated duration of the condition, risk factors to consider and any other special considerations.

46.1.3.1.3.5. An individual's behavior conditions change:

46.1.3.1.3.5.1. A copy of the behavior support plan;

46.1.3.1.3.5.2. Monthly documentation supporting the change in condition(s); and

46.1.3.1.3.5.3. Incident reports.

46.1.3.1.3.6. The Individualized Support Team (IST) believes the ICAP assessment has significant errors: Family and Social Services Administration (FSSA) Procedures- BUDGET REVIEW QUESTIONNAIRE

46.1.3.1.3.6.1. The Individualized Support Team's (IST's) review of the ICAP assessment with detailed notes on areas needing reviewed; and

46.1.3.1.3.6.2. The medical and behavior documentation needed to update the addendum

46.1.3.1.3.7. The Individualized Support Team (IST) believes the ICAP addenda (behavioral and health factors) are incorrect:

46.1.3.1.3.7.1. Documentation from a medical professional outlining the change in condition or diagnosis, with an anticipated duration of the condition, risk factors to consider and any other special considerations

46.1.3.1.3.7.2. A copy of the behavioral support plan;

46.1.3.1.3.7.3. Monthly documentation supporting the change in condition(s); and

46.1.3.1.3.7.4. Incident reports.

46.1.3.1.4. The waiver case manager must respond to all inquiries from the PAR unit for the PAR unit to make a final decision. Failure to respond may result in denial of the Budget Review Questionnaire (BRQ). Bureau of Disability Services Duties The Bureau of Disability Services (BDS) is responsible for:

46.1.3.1.4.1. Reviewing the Budget Review Questionnaire (BRQ) within seven (7) business days of submission resulting in an approval or request for additional information;

46.1.3.1.4.2. If a change in the Algo score is appropriate, calculating an Objective Based Allocation (OBA) based upon the PAR unit's determination and generating a Service Authorization (SA) that is distributed to the participant, through the waiver case manager, with appeal rights.

46.1.3.1.4.2.1. The Individualized Support Team (IST) provides information to the waiver case manager regarding the additional needs of the individual with supporting documentation.

46.1.3.1.4.2.2. The individual's waiver case manager submits the following information to Bureau of Disability Services (BDS):

46.1.3.1.4.2.2.1. A Budget Review Questionnaire (BRQ) based on information and documentation provided by the Individualized Support Team (IST);

46.1.3.1.4.2.2.2. Information showing that a qualifying event occurred;

46.1.3.1.4.2.2.3. The Individualized Support Team's (IST's) review of the individual's functional assessment; and

46.1.3.1.4.2.2.4. Supporting documentation that the Individualized Support Team (IST) compiled for submission

46.1.3.1.4.2.3. BDS responds to the Budget Review Questionnaire (BRQ) within seven (7) business days of submissions with either an approval or request for additional information.

46.1.3.1.4.2.4. The PAR unit reviews the BRO, supporting documentation and information.

46.1.3.1.4.2.4.1. If additional documentation is needed the PAR unit may request that the individual's case manager submit additional information to support the Budget Review Questionnaire (BRQ). Family and Social Services Administration (FSSA) Procedures- BUDGET REVIEW QUESTIONNAIRE Page 3

46.1.3.1.4.2.4.2. While waiting for the additional information from the waiver case manager complied by the Individualized Support Team (IST), the PAR unit

may allocate funding above the Objective Based Allocation (OBA) determination for a period of 90 days. If after 90 days the case manager fails to provide the requested additional information for the PAR unit to make a determination, the PAR unit shall deny the request to modify the individual's budget allocation.

46.1.3.1.4.2.4.3. If the documentation provided with the Budget Review Questionnaire (BRQ) is complete, the PAR unit shall determine an individual's budget allocation and the duration of the budget allocation increase based upon the Budget Review Questionnaire (BRQ), the supporting documentation and the PAR unit's specialized knowledge and experience.

46.1.3.1.4.2.4.4. Based upon the Budget Review Questionnaire (BRQ), the supporting documentation, and the needs of the individual derived from a compilation of individual scores on broad independence, general maladaptive, health, and behavioral components assessed through the Inventory for Client and Agency Planning (ICAP) and Inventory for Client and Agency Planning (ICAP) addendum, the PAR unit shall also make a decrease or remain the same.

46.1.3.1.4.2.4.5. The PAR unit will notify the waiver case manager or any change in ALGO or allocation. S. Bureau of Disability Services (BDS) shall calculate the Objective Based Allocation (OBA) based upon the PAR unit's determination.

46.1.3.1.4.2.5. An individual who is dissatisfied with the PAR unit's determination may appeal the Service Authorization (SA) within 33 days of the date on the notice.

46.1.3.1.4.2.6. Bureau of Disability Services (BDS) shall maintain the budget from the last agreed upon budget allocation, during the appeal.

46.2. Definitions:

46.2.1. "Algorithm" or "ALGO" means the overall algorithm level determined for an individual derived from a compilation of individual scores on broad independence, general maladaptive, health, and behavioral components assessed through the Inventory for Client and Agency Planning (ICAP) and Inventory for Client and Agency Planning (ICAP) addendum.

46.2.2. "Bureau of Disability Services" (BDS) means bureau of developmental disabilities services as created under I.C. 12-11.1-1.

46.2.3. "ICAP addendum" means the assessment used that determines an individual's level of functioning on behavioral and health factors.

46.2.4. "Individual" means a person with a developmental disability who has been determined eligible for waiver services by Bureau of Disability Services (BDS). If the term is used in the context indicating that the individual is to:

46.2.4.1. receive information; or

46.2.4.2. provide agreement to some activity; the term also includes the individual's legal representative.

46.2.5. "Individualized support team" (IST) means a team of persons, including the following:

46.2.5.1. An individual. Family and Social Services Administration (FSSA) Procedures- BUDGET REVIEW QUESTIONNAIRE Page 4

46.2.5.2. The individual's representative, if applicable.

46.2.5.3. The individual's providers.

46.2.5.4. The individual's case manager, if indicated.

46.2.5.5. A Bureau of Disability Services (BDS) representative.

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

46.2.6. "Budget Review Questionnaire" (BRQ) means individual's responses to a set of questions developed by Bureau of Disability Services (BDS) for the PAR until to assess the additional budget needs caused by a qualifying event of an individual who is receiving Bureau of Disability Services (BDS) waiver services through the Community Integration and Habilitation (CIH) Waiver.

46.2.7. "Service Authorization" (SA) means the document that outlines the approved service hours and individual may receive from providers.

46.2.8. "Objective Based Allocation" (OBA) means the method used by the state to determine an individual's budget based on the level of supports an individual needs in order to live in an community setting.

46.2.9. "PAR unit" means the group of individuals knowledgeable in the field or physical and intellectual disabilities who review all submitted pertinent information about an individual's life.

46.2.10. A "Qualifying Event" is defined as one or more of the following events:

46.2.10.1. The Individualized Support Team (IST) identified that the individual's needs are not being met through shared staffing.

46.2.10.2. The individual has completed his or her education.

46.2.10.3. The Individualized Support Team (IST) believes the ALGO level is incorrect.

46.2.10.4. Health or Medical condition prevents the individual from attending Day Programs.
46.2.10.5. The Individualized Support Team (IST) believes that the Wellness Coordination Health score is inaccurate and needs reviewed.
46.2.10.6. An individual's behavior conditions have changed.
46.2.10.7. The Individualized Support Team (IST) believes the Inventory for Client and Agency Planning (ICAP) assessment has significant errors.
46.2.10.8. The Individualized Support Team (IST) believes the Inventory for Client and Agency Planning (ICAP) addenda (behavioral and health factors) are incorrect. References: 460 IAC 13

(Latest Revision 01/09/2024, Nathan Red, President)

47. **Retroactive Budget Modification Requests**

47.1. To limit the timeline within which a Budget Modification Request (BMR) will be accepted and reviewed by the Personal Allocation Review (PAR) unit.

47.2. Scope: BDS staff, providers, case managers and individuals

47.3. Policy Statement(s): The PAR unit will not accept or review Budget Modification Requests (BMRs) for services that occurred forty-five (45) calendar days before the date of BMR submission. BMRs that address services rendered forty-five (45) calendar days prior to the submission of the BMR request by the case manager without prior approval of the State will not be supported. BMR Requests and Associated Timeline Effective July 1, 2017, the PAR Unit will no longer accept and review BMRs to support services that occurred forty-five (45) days prior to the date of BMR submission. Retroactive BMRs to address services rendered forty-five (45) days prior to the submission of the BMR request by the case manager without prior approval of the State will not be supported.

47.4. Definitions:

47.4.1. "Budget Modification Request" or "BMR" means a temporary request for funds in addition to the approved allocation and Service Authorization (460 IAC 13-3-5).

47.5. References: 460 IAC 13-3-5 460 IAC 13-4-1 460 IAC 13-3-14 460 IAC 13-3-17 BDDS Policy 2017-03-B-001

(Latest 9/17/2024 Reagan Carr, Recruiter and HR Manager)

48. **Safety and Security: Environmental Requirement Procedures**

48.1. Assisted Independence, LLC. will document emergency preparedness plans for events requiring extraordinary efforts to ensure health, safety and welfare such as;

48.1.1. Tornado
48.1.2. Fire
48.1.3. Missing Person
48.1.4. Snow or other Winter Hazard
48.1.5. Flood
48.1.6. Bomb Threat
48.1.7. Workplace Violence

48.1.8. Residential Violence
48.1.9. A major natural disaster, such as a pandemic, which severely limits Assisted Independence, LLC.'s ability to provide supports

48.2. Employees of Assisted Independence, LLC. will be chosen according to the individuals receiving supports and tasked with assisting in developing this plan, including;
48.2.1. Blueprints of the service site, with detailed exits
48.2.2. Any already existing plans set in motion by parents/guardians
48.2.3. Details concerning procedures for the specific emergency or crisis events listed above

48.3. All emergency preparedness plans will be documented within the office and at the appropriate site of service.

48.4. In the event emergency preparedness documents are not received after an appointed deadline (to be determined by the President), disciplinary measures will be taken.
48.4.1. The employee's direct supervisor 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.
48.4.2. In the event an employee does not meet the newly determined requirement and demonstrates continued negligence, a meeting will be set up with the employee's direct supervisor. The employee's direct supervisor will deliberate with the President concerning when termination will occur. *(Revised on: 01/09/2024, Nathan Red, President)*

49. **Imminent Danger Procedure**

49.1. Upon discovery that in individual receiving supports is in imminent danger, the person making the discovery shall ensure the following actions take place;
49.1.1. Call 911 if indicated;
49.1.2. Initiate safety actions for the individual as is indicated and as is possible, including removing individual immediately if necessary;
49.1.3. Contact the following and notify them of the situation;
49.1.3.1. 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;
49.1.3.2. The Bureau of Disability Services (BDS) District Manager
49.1.3.3. The Assisted Independence, LLC. office;
49.1.3.4. Adult Protective Supports (APS), or Child Protective Supports (CPS), as indicated; and
49.1.3.5. The individual's legal representative, if applicable
49.1.4. Remain at the scene pending mitigation of the immediate danger situation

49.2. The entity responsible for coordinating development of a mitigation plan for the individual found in imminent danger shall be;

49.2.1. The individual's case manager (or case management vendor's crisis representative in the absence of case manager).

49.2.2. The Bureau of Disability Services (BDS) District Manager for all other individuals receiving Bureau of Disability Services (BDS) approved supports.

49.3. The responsible entities above described above shall;

49.3.1. Collaborate with the individual's Individualized Support Team (IST) to develop a mitigation plan to eliminate the imminent danger situation;

49.3.2. Ensure oversight of the mitigation plan;

49.3.3. Document the imminent danger event and all responses to the event per current Bureau of Disability Services (BDS) policies, procedures and directives.

49.4. Assisted Independence, LLC. will commit to cooperating fully with the development and execution of the imminent danger mitigation plan.

49.5. In response, Assisted Independence, LLC. shall;

49.5.1. Ensure follow-up measures to ensure the continued safety of the individual as indicated;

49.5.2. File a Bureau of Disability Services (BDS) incident report per current Division of Disability and Rehabilitation Services (Assisted Independence, LLC.) policy; and

49.5.3. Document the imminent danger event and all responses to the event per current Division of Disability and Rehabilitation Services (Assisted Independence, LLC.) policies, procedures and directives.

(*Revised on: 08/19/2024, Raeanna Hostetler, Manager of Direct Supports*)

50. **Financial Requirements**

50.1. It is the policy of the Bureau of Developmental Disabilities Services (BDDS) that Assisted Independence, LLC. shall maintain and make available certain financial information. A provider shall also maintain financial stability.

50.2. Financial Stability A Provider shall be financially stable, with the documented ability to deliver services without interruption for at minimum two (2) months without payment for services.

50.3. Assisted Independence, LLC. will maintain the following financial information:

50.3.1. Statement of financial activities/income statement;

50.3.2. Statement of financial position/balance sheet; and

50.3.3. Evidence of credit availability in the name of Assisted Independence, LLC.

50.4. Assisted Independence, LLC. shall make the statements identified in this policy available to the Family and Social Services Administration (FSSA) upon request.

50.5. All expenses must have approval from the President of Assisted Independence, LLC. prior to purchase, as well as prior to any planning or information provided to individuals supported.

50.6. Assisted Independence, LLC. employees may be offered an "advance" of pay on the following conditions:

50.6.1. All advances must be requested in writing to the assigned supervisor.

50.6.2. The amount of the advance may not exceed the amount of earned hourly wages.

50.6.3. An advance requires the employee to agree contractually to work the equivalent or more of the amount of the advance in earned hourly wages.

50.6.4. In the event the advance takes more than a month to pay back, 8% loan interest compounded monthly will be added to the total of the advance debt.

50.6.5. In the event employment is terminated of an employee who is an advance recipient, the amount of the advance debt will be withheld from the employee final two wage payments.

50.6.6. When an advance is requested, Assisted Independence, LLC. will provide the above advance policies to the employee.

(*Revised on: 01/20/2026, Nathan Red, President*)

51. **Insurance Requirements of Providers**

51.1. 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.

51.2. Assisted Independence, LLC. shall secure and keep in force Workers Compensation coverage meeting all statutory requirements of Indiana Code 22-3-2.

51.3. 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:

51.3.1. When requesting approval to provide supports; and

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

52. **Mortality Review**

52.1. Upon discovery of death of an individual, Assisted Independence, LLC. shall notify the individual's case manager, when supports include a case manager.

52.2. 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 Disability Services (BDS) District Manager within twenty-four (24) hours of first knowledge of the death, whichever comes first, utilizing e-mail or phone contact.

52.3. Assisted Independence, LLC. shall conduct a review as part of the initial notification process including at minimum;

52.3.1. The name of the deceased;

52.3.2. The date, time and place of the individual's death;

52.3.3. The reporting person's name and contact information;
52.3.4. Any preliminary summary of circumstances surrounding death available at the time of initial notification.
52.3.5. Submit an incident report electronically using the website: http://ddrsprovider.fssa.in.gov/IFUR.
52.3.6. 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.

52.4. If an individual die, Assisted Independence, LLC., as determined, shall conduct an internal review into the death. While conducting a review into the death of an individual Assisted Independence, LLC. shall;
52.4.1. 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.
52.4.2. Notify the Bureau of Disability Services (BDS) representative.
52.4.3. Notify Case Manager, if applicable, upon knowledge of death, but no later than twenty-four (24) hours after the death.
52.4.4. Submit an electronic incident report regarding the death.

52.5. 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;
52.5.1. The thirty (30) day period immediately before;
52.5.1.1. The death of an individual; and
52.5.1.2. If applicable, the hospitalization or placement in a hospice setting or nursing facility in which the individual's death occurred.

52.6. The internal review into the death of an individual will include;
52.6.1. Identification of the individual involved;
52.6.2. The date and time of death;
52.6.3. A statement describing the death including in a time-line format;
52.6.3.1. What happened;
52.6.3.2. Where it happened;
52.6.3.3. When it happened; and
52.6.3.4. Who was involved?
52.6.4. A narrative summary description of the internal review and how it was executed.
52.6.5. Identification of all Assisted Independence, LLC. staff assigned to work with the individual.
52.6.6. Identification of all involved Assisted Independence, LLC. staff present at the time of death.
52.6.7. Signed and dated statements from Assisted Independence, LLC. staff assigned and present at time of death.

52.7. 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;

52.7.1. Treatment records;
52.7.2. Medication administration records;
52.7.3. Physician orders;
52.7.4. Dietary guidelines;
52.7.5. Nutritional assessments;
52.7.6. Daily support records;
52.7.7. Individualized Support Plan;
52.7.8. Risk plans;
52.7.9. Care plans;
52.7.10. Staff notes;
52.7.11. Nursing notes;
52.7.12. Consultant notes;
52.7.13. Progress notes;
52.7.14. Training and treatment flow sheets including but not limited to;
52.7.14.1. Bowel tracking
52.7.14.2. Seizure log;
52.7.14.3. Input and output record;
52.7.14.4. Vital sign records;
52.7.14.5. Risk plans;
52.7.15. Consumer specific training;
52.7.16. Assigned staff ratios;
52.7.17. Hospital and Emergency Room (ER) admissions and discharge summaries; and
52.7.18. All other documentation relevant to the supports being provided to the individual at the time of death.
52.7.19. A narrative summary of a review of relevant Assisted Independence, LLC. policies and procedures.
52.7.20. A narrative summary of the findings of all record and document review associated with the death.
52.7.21. Copies of all documents pertinent to the review of death.
52.7.22. A statement of specific findings from the internal review.
52.7.23. A description of all corrective actions developed as a result of the internal review, including time frames for completion of each corrective action.
52.7.24. Documentation of implementation of any corrective actions developed as a result of the internal review.
52.7.25. The signature, name and title of the person completing the internal review.
52.7.26. The date the internal review was completed.

52.8. 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 (Assisted Independence, LLC.) per the current Division of Disability and Rehabilitation Services (Assisted Independenc,e LLC.) directive;

52.8.1. A completed notice of an individual's death on a form prescribed by Division of Disability and Rehabilitation Services (Assisted Independence, LLC.); and

52.8.2. An internal review into the death of an individual as described in this section.

52.9. 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.

(*Revised on: 08/19/2024, Raeanna Hostetler, Manager of Direct Supports*)

53. **Provider Re-Approval for Waiver Supports**

53.1. The Division of Disability and Rehabilitation Services (Assisted Independence, LLC.) 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 (Assisted Independence, LLC.) will evaluate the following criteria for re-approval purposes;

53.1.1. CERT survey;

53.1.2. Current accreditation status, when applicable;

53.1.3. Complaint investigations;

53.1.4. Incident reports;

53.1.5. 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

53.1.6. Any other information Assisted Independence, LLC. deems necessary.

53.2. When the Division of Disability and Rehabilitation Services (Assisted Independence, LLC.) 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.

53.2.1. A provider will be required to return signed a Provider Agreement at least once every three years.

53.2.2. 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.

53.3. 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.

53.3.1. During the six (6) month probationary period, the provider must show;

53.3.1.1. All incidents, sentinel events and/or complaints open past the acceptable timeframes have been closed;

53.3.1.2. All systemic problems have been identified, addressed and corrective action plans are in place and operational; and

53.3.1.3. Compliance with any Division of Disability and Rehabilitation Services (AI, LLC) order resulting in sanctions.

53.3.1.4. 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.

53.4. All provider reviews under this policy will go before Bureau of Disability Services (BDS) Provider Relations for final re-approval decisions.

(*Revised on: 08/19/2024, Raeanna Hostetler, Manager of Direct Supports*)

54. **Provider Re-verification for Accredited Waiver Supports**

54.1. For a new provider or provider adding a service requiring accreditation:

54.1.1. Prior to the expiration of the provider's first year of approval as a Bureau of Disability Services (BDS) provider, the provider must submit to BDS, or it's 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 Disability Services (BDS) or its designee in writing to and submit supporting documentation from the national accreditation body of the delay. Bureau of Disability Services (BDS) 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.

54.1.2. 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 Disability Services (BDS) provider.

54.1.3. Within ninety (90) days following the accreditation survey date(s), the provider must submit to Bureau of Disability Services (BDS) , 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 Disability Services (BDS) , or its designee, in writing and submit supporting documentation from the national accreditation body of the estimated timeframe.

54.1.4. Within ninety (90) days of following the accreditation award survey date(s), the provider must submit to Bureau of Disability Services (BDS) , or its designee, the completed quality improvement plan (i.e. BA Plan, QIP, etc.), if applicable.

54.2. Prior to the expiration of the provider's first year of approval as a Bureau of Disability Services (BDS) 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:

54.2.1. Complaint investigations;

54.2.2. Incident reports;

54.2.3. Mortality reviews;

54.2.4. 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

54.2.5. 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.

54.3. If Bureau of Disability Services (BDS) identifies compliance issues during its review of the provider's data, Bureau of Disability Services (BDS) 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.

54.4. After the provider has addressed all citations and/or sanctions, the provider shall be required to execute provider agreement with AI, LLC. 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.

54.5. Every year, a provider or accredited supports must submit the following to Bureau of Disability Services (BDS) , or it's designee, for review:

54.5.1. Confirmation of provider location(s), contact information, and Bureau of Disability Services (BDS) approved supports;

54.5.2. Provider's current organizational chart;

54.5.3. Indiana Secretary of State documentation;

54.5.4. The financial information required by 460 IAC 6-11-2 and 6-11-3;

54.5.5. Provider's insurance documentation;

54.5.6. 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'

54.5.7. All policies created or updated since its last re-verification with substantive revisions since the previous year; and

54.5.8. Annual accreditation status report (if applicable).

54.6. If the provider fails to meet the requirements for re-verification, the provider shall be subject to any citations and/or sanctions Bureau of Disability Services (BDS) is authorized to issue under Indiana Code 12-11-1.1.11.

54.7. 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).

54.8. Assisted Independence, LLC. provides three supports that require accreditation; Community Based Habilitation Individual Supports (CHIO), Respite Supports (RSPO) and Residential and Hospitality Supports (RHS).

(*Revised on: 08/19/2024, Raeanna Hostetler, Manager of Direct Supports*)

55. **Provider Re-verification for Non-Accredited Waiver Supports**

55.1. For a new provider or a provider adding a service not requiring accreditation:

55.1.1. Prior to the expiration date of the provider's first year of approval as a BDS provider, and every two (2) years thereafter, the provider shall be subject to a review of it's provider data, including but not limited to the following topics:

55.1.1.1. Complaint investigations;

55.1.1.2. Incident reports;

55.1.1.3. Mortality reviews;

55.1.1.4. 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

55.1.1.5. 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.

55.1.2. If BDS identifies compliance issues during its review of the provider's data, BDS 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.

55.1.3. After the provider has addressed all citations and/or sanctions, the provider shall be required to execute a provider agreement with AI, LLC. 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.

55.2. Every year, a provider of non-accredited supports must submit the following to BDS, or its designee, for review:

55.2.1. Confirmation of provided location(s), contact information, and Bureau of Disability Services (BDS) approved supports;

55.2.2. Provider's current organizational chart;

55.2.3. Indiana Secretary of State documentation;

55.2.4. The financial information required by 460 IAC 6-11-2 and 6-11-3;

55.2.5. Provider's insurance documentation;

55.2.6. 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

55.2.7. All policies created or updated since its last re-verification with substantive revision.

55.3. If the provider fails to meet the requirements for re-verification, the provider shall be subject to any citations and/or sanctions Bureau of Disability Services (BDS) is authorized to issue under Indiana Code 12-11-1.1-11.

55.4. 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).

55.5. Assisted Independence, LLC. provides two supports that are non-accredited; Participant Assistant and Care supports (PAC) and Recreational Therapy supports (RETH).

(*Revised on: 08/19/2024, Raeanna Hostetler, Manager of Direct Supports*)

56. **Provider Organizational Chart**

56.1. Assisted Independence, LLC. will maintain a current organizational chart, including;

56.1.1. Parent organizations and subsidiary organizations; and

56.1.2. Identification of all familial relationships within the organizational chart.

56.2. Upon request, Assisted Independence, LLC. will supply Assisted Independence, LLC. with a copy of the current organizational chart including;

56.2.1. Parent organizations and subsidiary organizations; and

56.2.2. Identification of all familiar relationships within the organizational chart.

57. **Reimbursement of Out of State Home and Community-Based Waiver Supports**

57.1. 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 Disability Services (BDS) operated waiver programs. Reimbursement is allowable for the following;

57.1.1. Day trip activities that cross Indiana's borders, if those activities are documented as an individual's written plan of care. Medicaid reimbursement is allowable for waiver supports provided to accompany individuals out of state for bas travel.

57.1.2. Overnight trips, if those activities are documented as part of the individual's written plan of care.

57.1.3. 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.

57.1.4. 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.

(Revised on: 06/09/2023, Nathan Red, President)

(*Revised on: 08/19/2024, Raeanna Hostetler, Manager of Direct Supports*)

58. **Waiver Providers Adding Counties and Supports**

58.1. In the event Assisted Independence, LLC. purposes to add additional counties to supports, the Bureau of Disability Services (BDS) Portal feature "Provider Profile" application to provide counties shall be completed and submitted online. Assisted Independence, LLC. will be notified of the Provider Relation's decision upon review. If the application is approved, Bureau of Disability Services (BDS) Provider Relations shall add the requested counties.

58.2. In the Bureau of Disability Services (BDS) application, Assisted Independence, LLC. must show either:

58.2.1. A specific individual identified in the county or for the service requested; or

58.2.2. justification for expanding the provider's business into the county or service area requested.

58.2.3. If a specific individual is identified in the county requested or for the service requested, the provider may ask for an expedited application review.

58.3. The Division of Disability and Rehabilitative Services (DDRS) reserves the right to refuse to add counties or services if a provider has any outstanding compliance issues with the Indiana Family and Social Services Administration (FSSA), Indiana State Department of Health, Indiana Department of Revenue, Adult Protection Services, Child Protection Services, Indiana Secretary of State, or any other State or federal agency.

58.4. This process is separate and distinct from the new Medicaid provider enrollment process. DEFINITIONS "BDDS" means Bureau of Developmental Disabilities Services as created under IC 12-l l-1.1-1. "Provider" means a person

or Entity approved by Division of Disability and Rehabilitative Services (DDRS) to provide an Individual with agreed upon services.

58.5. The decision to add supports will be based on the service Assisted Independence, LLC qualifications, need for additional supports served by the Assisted Independence, LLC, and open Assisted Independence, LLC. Corrective Action Plans (CAPs).

58.5.1.

(*Revised on: 01/14/2026, Nathan Red, President*)

59. **Individual/Guardian Responsibilities While Receiving Waiver Funded Supports**

59.1. 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.

59.2. The area's in which the Bureau of Disability Services (BDS) requires individuals to actively participate are as follows;

59.2.1. **Information Sharing-** The individual (or individual's legal representative) shall upon request from the Bureau of Disability Services (BDS), 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:

59.2.1.1. Medical information relevant to the individual receiving supports that is limited to;

59.2.1.1.1. Information necessary for application to and participation in the waiver program;

59.2.1.1.2. Information necessary to train staff on the individual's medical status, medical needs and medical interventions;

59.2.1.2. Financial information that is limited to that required for application to and participation in the waiver program;

59.2.1.3. Information necessary for completion of a Bureau of Quality Improvement Services (BQIS) survey;

59.2.1.4. Information relevant to a Bureau of Disability Services (BDS) reportable incident;

59.2.1.5. Information relevant to a Bureau of Quality Improvement Services (BQIS) complaint; and

59.2.1.6. Other information as determined by Bureau of Disability Services (BDS), Bureau of Quality Improvement Services (BQIS), or the Case Manager vendor.

59.3. Mutual Expectations

59.3.1. The individual/guardian are responsible for medication(s) purchase, pick-up, delivery, and/or refill services, which is not the responsibility of Assisted Independence, LLC.

59.3.2. Assisted Independence is not able to provide supports to individuals who are ineligible for the Medicaid Family Support Waiver (FSW) or Community Integration and Habilitation Waiver (CIHW) unless a private payment agreement is in place between the two parties. Assisted Independence will do our best to continue support without interruption after a brief period ineligibility. If the individual is ineligible for a given time frame, the individuals will be placed at the top of the waitlist upon updated eligibility.

59.3.3. Assisted Independence employees often drive from one individual to another. Please allow for a 15 minutes time of arrival window for scheduled sessions.

59.3.4. Services provided by Assisted Independence may take place in the community. As the individual/parent/guardian, you have the right to choose whether or not to accept transportation from the employee of Assisted Independence.

59.3.5. According to Indiana Administrative Code (IAC) 460-6, employees of Medicaid waiver supports are NOT permitted to spend money on behalf of individuals supported. This includes meals, entry into activity sites, or any other fees associated with support provided. An emancipated individual or the parent/guardian of the individual incurs all consented costs in the community independently.

59.3.6. If participating in applicable activities offered with or by Assisted Independence, the individual/parent/guardian is obligated to provide the following, including, but not limited to, food, water, hygiene products, bugspray, sunscreens, lip balms, lotions, clothing, swimsuits, gym shoes, medical supplies (catheters, lubrications, colostomy bags, feeding tubes, eyedrops, etc.), or any other necessary personal product for the health, safety, and wellbeing of the individual.

59.3.7. According to Division of Disability and Rehabilitative Services (DDRS) policy, any total number of session cancellations equaling 25% or more of the scheduled session could result in a loss of services. The Direct Support Professional (DSP) and/or Recreational Therapist should submit a “Absence Form” in AccelTrax within seventy-two (72) hours of the scheduled session start time.

59.3.8. Assisted Independence employees are NOT responsible for taking care of any pets owned or at the premises of the home of an individual supported at any point in time. Assisted Independence requires those receiving supports from Assisted Independence at a home (individual, family, or support living site) to disclose knowledge of all pets and/or animals on the premises in order to ensure Assisted Independence provides an employee that does not have allergies to the known pet or animal.

59.3.9. Assisted Independence encourages those receiving supports to obtain a picture identification card. The Indiana Bureau of Motor Vehicles (BMV) may provide a driver's license identification card with purchase. Two of the following are required to obtain a driver's license identification card Social Security Card, Certified U.S. birth certificate, U.S. passport, Certificate of Naturalization, Certificate of Citizenship, U.S. Certificate of Birth Abroad, Resident Alien Card, or Valid foreign passport with valid U.S. immigration document. 9.) In the event an employee of Assisted Independence is terminated, administrative staff at Assisted Independence will do our best to inform the individual/ family of the employee's termination prior to the termination. In the event an employee is terminated, it is recommended to change all home and personal passcodes and locks for which the terminated employee has access.

59.3.10. Assisted Independence recognizes the following occurrences that may warrant an immediate in-person or phone-call response: anytime alleged, suspected, or actual abuse, neglect, or exploitation occurs, anytime injury occurs, anytime death occurs, anytime a structural or environmental problem threaten the health and safety of the individual, anytime a fire occurs at the individual's whereabouts, anytime a first responder, police officer, fire fighter, or EMT arrives to individual's home, anytime elopement occurs, or the individual wanders without telling somebody, anytime alleged, suspected, or actual criminal activity by an employee of Assisted Independence occurs, anytime a medication error occurs, anytime a medication side effect occurs that warrants immediate attention, anytime a physical or mechanical restraint is used, anytime the individual has a fall, any unusual incident that may effect the health, wellness, and functioning of the individual, anytime a medical appointment, such as doctor's appointment, psychiatry appointment, or therapy appointment is scheduled, and was not able to be attended during a scheduled shift, anytime a behavioral related incident occurs that results in potential self-harm, harm to others, or property damage, anytime a threat is made towards the individual, anytime a vehicular accident involving the individual occurs, anytime staff has verbally agreed or committed to seeing the individual and not done so, anytime another scheduled staff is unable to fulfill a scheduled shift, anytime an unexpected visitor arrives to the individual's residence, anytime a severe, adverse weather event, such as a tornado or flood, occurs, anytime an electricity outage occurs, anytime a terror threat or act occurs in individual's vicinity, any "act of God" or severe adverse event that were to pose a serious threat to the individual, anytime an animal enters individual's household unexpectedly, and the animal does not leave willingly. Any occurrences not listed above that request attention should be withheld from communication until Assisted Independence normal business hours. We kindly ask that if the communication can be delivered via email, that be the chosen mode.

59.3.11. Assisted Independence, LLC. respects your right to privacy. In the event you choose to decline our participation in Quarterly Meetings and/or site visits, understand that your service may be negatively affected and that you must report all reportable incidents to the individualized Support Team (IST) within twenty-four (24) hours. The following circumstances may warrant Assisted Independence, LLC. to participate in Quarterly Meetings, including but not limited to: inpatient hospitalization, Incident Reports, suspected and/or actual historical and/or present abuse, neglect and/or exploitation, suspected and/or actual Case Management failures of responsibility, background check concerns of individual supported, background check concerns a resident in the household of an individual supported, and/or background check concerns of a Medicaid Waiver service provider to the individual supported, change in guardianship status and/or changes within the immediate family household. Failure to include Assisted Independence, LLC. in Individualized Support Team (IST) meetings when the above concerns are present may result in a loss of services.

(*Revised on: 02/27/2026, Nathan Red, President*)

59.4. **Changing Providers**- The individual (or the individual's legal representative when indicated) shall complete all actions as requested by the Bureau of Disability Services (BDS) to secure a replacement provider within;

59.4.1. Sixty (60) days from the date the change is requested; or

59.4.2. Sixty (60) days from when the provider gives notice of terminating supports to the individual.

59.4.3. 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 Disability Services (BDS) determines it is no longer necessary.

(*Revised on: 08/19/2024, Raeanna Hostetler, Manager of Direct Supports*)

59.5. **Participating in Risk Plan Development and Implementation**- The individual (or the individual's legal representative when indicated) shall participate in:

59.5.1. The development of risk plans for the individual, per current Bureau of Disability Services (BDS) and/or Bureau of Quality Improvement Services (BQIS) procedures; and

59.5.2. 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.

(*Revised on: 08/19/2024, Raeanna Hostetler, Manager of Direct Supports*)

59.6. **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 Disability Services (BDS) , 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:

59.6.1. Routine waiver service activities;

59.6.2. Follow-up on health and safety concerns for the individual;

59.6.3. Complaint investigations related to the individual or the individual's family; and

59.6.4. Other purposes as determined necessary by the Bureau of Disability Services (BDS) or the Bureau of Quality Improvement Supports (BQIS).

(*Revised on: 08/19/2024, Raeanna Hostetler, Manager of Direct Supports*)

59.7. **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 Disability Services (BDS) may determine to terminate an individual's waiver supports. If Bureau of Disability Services (BDS) decides to terminate the individual's waiver supports pursuant to this policy, Bureau of Disability Services (BDS) must provide written notice of intent to terminate the individual's waiver supports to the individual (or the individual's legal guardian when indicated).

59.8. Should an individual (or one of the individual's legal representative when indicated) wish to appeal a termination of waiver supports, follow the process outlined on the Service Authorization (SA).

59.9. In the event the individual is supported through a preferred caregiver, including a parent or sibling, and the individuals supported has no non-familial support staff from any waiver services, and the individual has no documentation of peer-to-peer interaction or participation in the community, Assisted Independence, LLC. must offer the individual opportunities to participate in group activities.

(*Revised on: 08/19/2024, Raeanna Hostetler, Manager of Direct Supports*)

60. **Day Service Accreditation**

60.1. It is the policy of the Bureau of Disability Services (BDS) that all Providers of Day Services under the State's Home and Community Based Services (HCBS) waiver programs for individuals with developmental disabilities are accredited by at least one of the approved accreditation agencies.

60.2. DETAILED POLICY STATEMENT

60.2.1. Assisted Independence, LLC. will ensure that entities approved to provide Community Habilitation, Facility Habilitation, Adult Day Service, Pre-vocational Service, or Supported Employment Follow Along (SEFA) services to individuals under the State's Home and Community Based Service (HCBS) waiver programs for individuals with developmental disabilities, including the Autism waiver, Developmental Disability waiver, and Support Services waiver are accredited by at least one of the following approved accreditation agencies:

60.2.1.1. The Commission on Accreditation of Rehabilitation Facilities (CARF)
60.2.1.2. The Council on Quality and Leadership in Supports for People with Disabilities (CQL)
60.2.1.3. The Joint Commission on Accreditation of Healthcare Organizations (JCAHO)
60.2.1.4. The National Committee for Quality Assurance (NCQA)
60.2.1.5. The ISO-9001 Quality Management System
60.2.1.6. The Council on Accreditation (COA)

60.2.2. Beginning July 1, 2011, entities currently approved by DDRS to provide one or more of the day services listed below must meet and maintain national accreditation standards for all of the following services identified in the provider contract(s):
60.2.2.1. Community Based Habilitation - Group
60.2.2.2. Community Based Habilitation - Individual
60.2.2.3. Facility Based Habilitation – Group
60.2.2.4. Facility Based Habilitation - Individual
60.2.2.5. Facility Based Support Services
60.2.2.6. Pre-Vocational Service
60.2.2.7. Supported Employment Follow Along (SEFA)
60.2.2.8. Workplace Assistance (DD Waiver only)
60.2.2.8.1. Adult Day Service
60.2.2.8.2. Accreditation by one of the national organizations listed above is required for each service location.
60.2.2.8.3. Providers must be accredited for the specific day service(s) that they provide.
60.2.2.8.4. Entities which are currently approved by Assisted Independence, LLC. to provide one or more days services must provide a copy of their accreditation certificate to Assisted Independence, LLC.. 1 Assisted Independence, LLC. Policy Manual Date Effective: Dec. 16, 2011 Policy Number: BDDS 460 1216 036 Day Service Accreditation
60.2.2.8.5. If an approved provider wishes to request to add additional day services, they must provide evidence of accreditation for the service(s) requested with their provider application.
60.2.2.8.6. If an entity requests to provide an additional day service, they must provide evidence of accreditation in the area of service requested.
60.2.2.8.7. Providers that are seeking approval from Assisted Independence, LLC. to provide one or more day services, must provide a copy of their accreditation certificate with their provider application.

60.3. DEFINITIONS

60.3.1. "Adult Day Service" means community-based group programs designed to meet the needs of adults with developmental disabilities through written individual plans of care addressing specific needs determined by the Individual's assessment.

60.3.2. "BDS" means Bureau of Disability Services as created under IC 12-11-1.1-1.

60.3.3. "Community Based Habilitation- Group" means services provided outside of the Individual's home that support learning and assistance in the areas of:

60.3.3.1. natural supports

60.3.3.2. self-care;

60.3.3.3. sensory motor development;

60.3.3.4. socialization;

60.3.3.5. daily living skills;

60.3.3.6. communication;

60.3.3.7. community living; and

60.3.3.8. social skills.

60.3.4. "Community Based Habilitation - Individual" means services on a one Individual to one staff basis outside of the Individual's home that are intended to build relationships and natural supports by supporting learning and assistance in the areas of:

60.3.4.1. natural supports;

60.3.4.2. self-care;

60.3.4.3. sensory motor development;

60.3.4.4. socialization;

60.3.4.5. daily living skills;

60.3.4.6. communication;

60.3.4.7. community living; and

60.3.4.8. social skills. "DDRS" means the division of disability and rehabilitative services as established by IC 12-9-1-1.

60.3.5. "Facility Based Habilitation-Group" means services outside of the Individual's home in an approved facility that support learning and assistance in the areas of:

60.3.5.1. natural supports;

60.3.5.2. self-care; 2 DDRS Policy Manual Date Effective: Dec. 16, 2011 Policy Number: BDS 460 1216 036 Day Service Accreditation

60.3.5.3. sensory motor development;

60.3.5.4. socialization;

60.3.5.5. daily living skills;

60.3.5.6. communication;

60.3.5.7. community living; and

60.3.5.8. social skills.

60.3.6. "Facility Based Habilitation - Individual" means services on a one Individual to one staff basis outside of the Individual's home in an approved facility that are intended to support learning and assistance in the areas of:

60.3.6.1.1. natural supports;
60.3.6.1.2. self-care;
60.3.6.1.3. sensory motor development;
60.3.6.1.4. socialization;
60.3.6.1.5. daily living skills;
60.3.6.1.6. communication;
60.3.6.1.7. community living; and
60.3.6.1.8. social skills.

60.3.6.2. "Pre-Vocational Service" means services that prepare an individual for paid or unpaid employment when that individual is expected to obtain a paid or nnpaid position of employment.

60.3.6.3. "Supported Employment Follow Along (SEFA)" is services and supports that enable an Individual who is paid at or above the federal minimum wage to maintain employment in a competitive community employment setting.

60.3.6.4. "Workplace Assistance" means a range of personal care services and supports provided during paid employment hours in a competitive community employment setting.

(Latest Revision 9/17/2024 Reagan Carr, Recruiter and HR Manager)

PERSONNEL PROCEDURES

61. **Personnel Policy**

61.1. Assisted Independence, LLC. shall:

61.1.1. review and update the personnel policy as appropriate; and

61.1.2. distribute the personnel policy to each employee or agent.

61.1.3. Include the following in a written personnel policy required by subsection:

61.1.3.1. A job description for each position, including the following:

61.1.3.1.1. Minimum qualifications for the position.
61.1.3.1.2. Major duties required of the position.
61.1.3.1.3. Responsibilities of the employee in the position.
61.1.3.1.4. The name and title of the supervisor to whom the employee in the position must report.

61.1.3.2. The procedure for conducting reference, employment, and criminal background checks on each prospective employee or agent, and every three (3) years thereafter.

61.1.3.2.1. 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.

61.1.3.2.2. 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.

61.1.3.3. A prohibition against employing or contracting with a person convicted of the offenses listed in 460 IAC 6-10-5., including the following offenses:

61.1.3.3.1. Sex crime

61.1.3.3.2. Felony battery

61.1.3.3.3. Exploitation of an endangered adult or a child

61.1.3.3.4. Failure to report battery, neglect, or exploitation of an endangered adult or of a child, or abuse or neglect of a child

61.1.3.3.5. Theft (only if the conviction occurred less than 10 years before the person's employment application date)

61.1.3.3.6. Murder

61.1.3.3.7. Voluntary manslaughter

61.1.3.3.8. Involuntary manslaughter

61.1.3.3.9. Felony offense related to a controlled substance

61.1.3.4. 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.

61.1.3.5. Disciplinary procedures.

61.1.3.5.1. A description of grounds for disciplinary action against or dismissal of an employee or agent.

61.1.3.5.2. A description of the rights and responsibilities of employees or agents, including the responsibilities of administrators and supervisors.

61.2. Assisted Independence, LLC. will:

61.2.1. Check and verify all reported credentials, licensures, and/or certifications of any owners, directors, officers, agents, contractors, employees, or subcontractors of Assisted Independence, LLC.

61.2.2. require all employees to be screened for tuberculosis with a negative reading prior to employment.

61.2.3. Assisted Independence, LLC. 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.

61.3. 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.

61.3.1. 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.

62. **Personnel Records**

62.1. It is the policy of Assisted Independence, LLC. to maintain personnel information for each owner, director, officer, employee, contractor, sub-contractor or agent of Assisted Independence, LLC. in the Assisted Independence, LLC.'s office identified in the Provider agreement.

62.2. Assisted Independence, LLC. shall maintain personnel information for each owner, director, officer, employee, contractor, subcontractor or agent of the Assisted Independence, LLC. in the Assisted Independence, LLC.'s office identified in the Provider agreement.

62.3. The personnel information for each owner, director, officer, employee, contractor, subcontractor or agent performing any management, administrative or direct service to an Individual on behalf of a Provider company and could have direct contact with an individual shall include the following:

62.3.1. A negative M. tuberculosis screening as currently recommended by the United States Department of Human Services Centers for Disease Control and Prevention, obtained prior to providing services.

62.3.2. Cardiopulmonary resuscitation (CPR) certification and recertification provided by agents authorized by:

62.3.2.1. the American Red Cross;

62.3.2.2. the American Heart Association; or

62.3.2.3. other Assisted Independence, LLC. approved training entity updated as required by the certifying Entity, for each owner, director, officer, employee, contractor, subcontractor or agent who works directly with individuals.

62.3.3. For owners, directors, officers, employees, contractors, subcontractors, or agents transporting an Individual in the owner's, director's officer's, employee's, contractor's, subcontractor's, or agent's personal vehicle:

62.3.3.1. Auto insurance information, updated when it is due to expire;

62.3.3.2. documentation that the owner, director, officer, employee, contractor, subcontractor or agent has a valid driver's license for the type of motor vehicle used to transport Individuals.

62.3.4. Limited criminal history information that meets the requirements of the AI, LLC "Documentation of Criminal Histories" policy.

62.3.5. Professional licensure, certification, or registration, including renewals, as applicable.

62.3.6. Copies of the agenda for each training session attended by the owner, director, officer, employee, contractor, subcontractor or agent in the format described in the "Personnel Policies & Manuals" policy, section (2)(j). DDRS Policy Manual Date Effective: Feb. 28, 2011 Policy Number: BDDS 460 0228 020 Personnel Records 2

62.4. Personnel information as described in this section shall be maintained by the Provider in a manner that allows for review at the time a verbal or written request is made by DDRS, and OMPP

62.5. DEFINITIONS

62.5.1. "BDDS" means bureau of developmental disabilities services as created under IC 12-11-1.1-1.

62.5.2. "DDRS" means the division of disability and rehabilitative services as established by IC 12-9-1-1.

62.5.3. "OMPP" means the Office of Medicaid Policy and Planning as established by IC 12-8-6-1.

62.6. REFERENCES IC 12-8-8-4 IC 12-9-2-3 IC 12-11-1.1-1

(Latest 9/17/2024 Reagan Carr, Recruiter and HR Manager)

63. **Documentation of Criminal Histories**

63.1. It is the policy of the Bureau of Disabilities Services (BDS) that prior to any owner, director, officer, employee, contractor, subcontractor, or agent performing any management, administrative or direct service to an Individual, on behalf of a Provider company, the Provider shall obtain and retain as part of the personal history for each proposed owner, director, officer, employee, contractor, subcontractor or agent, findings from a background check.

63.2. Prior to any owner, director, officer, employee, contractor, subcontractor or agent performing any management, administrative or direct service to an Individual on behalf of a Provider company, the Provider shall obtain and retain as part of the personal history for each proposed owner, director, officer, employee, contractor, subcontractor or agent, findings from:

63.2.1. a verification of identification;

63.2.2. a criminal history search;

63.2.3. a professional registry search, including a state nurse aide registry search; and

63.2.4. verified residency status in the United States.

63.3. The criminal history search shall include a search from each state and county, wherever located, in which an owner, officer, director, employee, contractor, subcontractor or agent involved in the management, administration, or provision of services has resided and/or worked during the three (3) years before the criminal history investigation is requested from the county.

63.4. The criminal history shall include information regarding felony convictions of the following:

63.4.1. A sex crime;

63.4.2. Battery;
63.4.3. Neglect;
63.4.4. Abuse;
63.4.5. Exploitation of an endangered adult or of a child;
63.4.6. Failure to report:
63.4.6.1. Battery;
63.4.6.2. Neglect;
63.4.6.3. Abuse; or
63.4.6.4. Exploitation of an endangered adult or of a child;
63.4.7. Theft if the person's conviction for theft occurred less than ten (10) years before the person's employment application date, except as provided in IC 16-27-25(a)(5).
63.4.8. Criminal conversion:
63.4.9. Criminal deviate conduct;
63.4.10. Murder;
63.4.11. Voluntary manslaughter;
63.4.12. Involuntary manslaughter;
63.4.13. Offense relating to alcohol or a controlled substance.

63.5. The professional registry searches shall verify that the owner, officer, director, employee, contractor, subcontractor or agent has not been cited for malpractice, malfeasance or other unprofessional actions.

63.6. When a Provider has cause to investigate an owner, officer, director, employee, contractor, subcontractor or agent for whom a previously acceptable verification of identification, legal residence and criminal history is on record, the Provider shall investigate the criminal history to the extent that cause exists.

63.7. Information as described in this section shall be maintained by the Provider in a manner that allows for review at the time a verbal or written request is made by Division of Disability and Rehabilitative Services (DDRS), and Office of Medicaid Policy and Planning (OMPP).

(*Revised on: 01/14/2026, Nathan Red, President*)

64. **Manager of Direct Supports**

64.1. **Job Nature**

64.1.1. The nature of the job as a Manager 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) employees, as well as participating in individual specific planning and meetings.

64.2. **Wages**

64.2.1. Salary pay is provided to the Manager 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.

64.3. **Benefits**

64.3.1. The following benefits are available to eligible full-time Manager of Direct Supports employees:

64.3.1.1. Paid salary

64.3.1.2. Paid mileage when transporting an individual receiving supports

64.3.1.3. 50% Health Insurance Reimbursement (eligible following 30 days of employment)

64.3.1.4. 401k Retirement Plan with a 1% match

64.3.1.5. Five (5) days total of paid vacation and grievance

64.3.1.5.1. The successor/interim Manager of Direct Supports must be invited by the Manager 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.

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

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

64.3.1.5.4. The Manager of Direct Supports must ensure all Incident Reports are closed by the Bureau of Disabilities Services (BDS) prior to leaving for vacation.

64.3.1.5.5. The Manager of Direct Supports will set work communications, including email and phone, to automatically inform of absence from work. All employees and individuals supported will be informed by the Manager of Direct Supports two weeks prior to the scheduled time-off date(s) of the scheduled time off date(s).

64.4. **Prequalification**

64.4.1. All Manager of Direct Supports employees must submit to Assisted Independence, LLC. proof of the following prior to employment and prior to the expiration of any document:

64.4.1.1. Application

64.4.1.2. Resume

64.4.1.3. College or University Diploma or Equivalent

64.4.1.4. Cardiopulmonary Resuscitation (CPR) certification

64.4.1.5. First Aid Certification

64.4.1.6. Negative Tuberculin Skin Test

64.4.1.6.1. Religious Exemptions accepted

64.4.1.7. Driver’s License

64.4.1.8. Vehicle Registration

64.4.1.9. Auto Insurance

64.4.1.10. Additionally, Manager of Direct Supports employees must meet the following criteria prior to employment.

64.4.1.10.1. Free of Felony Convictions

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

64.4.2. All Manager of Direct Supports employees working with individuals shall meet the following requirements:

64.4.2.1.1. Be at least eighteen (18) years of age.

64.4.2.1.2. Have a minimum of two years' experience at a singular employer/ contractor

64.4.2.1.3. Previous work experience as a Manager of Direct Supports, Qualified Intellectual Disability Professional (QIDP), Qualified Developmental Disability Professional (QDDP), Program Supervisor, and/or any position in which Direct Support Professionals (DSP's) are managed.

64.4.2.1.4. Demonstrate an interest in and empathy for individuals

64.4.2.1.5. Demonstrate the ability to communicate adequately in order to:

64.4.2.1.5.1. complete required forms and reports of visits; and follow oral or written instructions.

64.4.2.1.5.2. Demonstrate the ability to provide supports according to the individual's Person-Centered Individualized Support Plan (PCISP).

64.4.2.1.5.3. Demonstrate willingness to accept supervision.

64.4.3. Director of Direct Supports employees must complete the following forms after receiving an offer of employment, but prior to providing supports to an individual:

64.4.3.1. Indiana Form I-9

64.4.3.2. Indiana Form W4

64.4.3.3. Indiana Form WH-4

64.4.3.4. Acknowledgement of Assisted Independence, LLC. Policies and Procedures

64.4.4. Manager of Direct Supports employees must complete the following trainings prior to providing supports to an individual:

64.4.4.1. Home and Community Support Professional (HCSP) trainings

64.4.4.2. Incident Reporting (via Assisted Independence website)

64.4.4.3. Appropriate Documentation (via Assisted Independence website)

64.4.4.4. Safety (via Assisted Independence website)

64.4.4.5. Risk Plans

64.4.4.6. Medication Administration Core A & B (as applicable)
64.4.4.7. Behavior Support Plan (BSP) Training (As applicable)

64.5. **Job Duties**

64.5.1. All Manager of Direct Supports employees must adhere to the rules and regulations set forth in Indiana Administrative Code (IAC) 460-6.

64.5.2. All Manager of Direct Supports employees must adhere to the rules and regulations set forth by the Division of Disability, Aging, and Rehabilitative Services (DDARS) and Bureau of Disability Services (BDS) .

64.5.3. All Manager of Direct Supports employees must abide by the requirements set forth by the Commission on Accreditation for Rehabilitation Facilities (CARF), as well as participate in schedule accreditation surveys.

64.5.4. All Manager of Direct Supports employees shall be eligible to provide and oversee the following supports:
64.5.4.1. Residential Habilitation and Services (RHS)
64.5.4.2. Day Habilitation (DHI)
64.5.4.3. Respite care services (RSPO)
64.5.4.4. Participant Assistance and Care (PAC)
64.5.4.5. Transportation

64.5.5. All Manager of Direct Supports employees must assist the individual to which is being provided supports with one of the following:
64.5.5.1. Self-care
64.5.5.2. Self-direction
64.5.5.3. Expressive or receptive language
64.5.5.4. Ambulation or mobility
64.5.5.5. Activities of Daily Living (ADL's)
64.5.5.6. Learning
64.5.5.7. Independent Living
64.5.5.8. Economic Self-Sufficiency
64.5.5.9. Physical Activity
64.5.5.10. Community Participation

64.5.6. All Manager of Direct Supports employees 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):
64.5.6.1. SSI (MASI)
64.5.6.2. Aged (MA A)
64.5.6.3. Blind (MA B)
64.5.6.4. Disabled (MA D)
64.5.6.5. MED Works (MADW, MADI)
64.5.6.6. Low-income Caretakers (MAGF)

64.5.6.7. Foster Care (MA 15)
64.5.6.8. Foster Care Independence (MA14)
64.5.6.9. Children under Age 1 (MA Y)
64.5.6.10. Children Age 1-5 (MA Z)
64.5.6.11. Children Age 1-18 (MA 2, MA 9)
64.5.6.12. Transitional Medical Assistance (MA F)
64.5.6.13. IV-E FC Foster Care children (MA 4)
64.5.6.14. Children in the Adoption Assistance Program (MA 8)

64.5.7. All Manager of Direct Supports employees will document the following:

64.5.7.1. Incident Reporting

64.5.7.1.1. All Manager of Direct Supports employees are to submit an Incident Report form for any of the following incidents, or knowledge of any of the following incidents:

64.5.7.1.1.1. Alleged, suspected, or actual abuse, neglect, or exploitation occurs,
64.5.7.1.1.2. Anytime injury occurs,
64.5.7.1.1.3. Anytime death occurs,
64.5.7.1.1.4. Anytime structural or environmental problems threaten the health and safety of an individual
64.5.7.1.1.5. Anytime a fire occurs at the site of supports delivery
64.5.7.1.1.6. Anytime elopement occurs
64.5.7.1.1.7. Anytime alleged, suspected, or actual criminal activity by an employee of Assisted Independence, LLC. occurs
64.5.7.1.1.8. Anytime a medication error occurs
64.5.7.1.1.9. Anytime a physical or mechanical restraint is used
64.5.7.1.1.10. Anytime a client has a fall
64.5.7.1.1.11. Any unusual incident that may affect the health, wellness, and functioning of a client

64.5.7.1.2. Incident Reports must include the following:

64.5.7.1.2.1. Employee first and last name
64.5.7.1.2.2. Client first and last name
64.5.7.1.2.3. Date in MM/DD/YEAR format
64.5.7.1.2.4. Time the incident began in 00:00AM format
64.5.7.1.2.5. Time the incident end in 00:00AM format
64.5.7.1.2.6. Description of the events immediately before, during, and following the event
64.5.7.1.2.7. All individuals involved in the event
64.5.7.1.2.8. Description of response to the event

64.5.7.1.3. Incident Reports are to be submitted to Assisted Independence, LLC. within twenty-four (24) hours of the incident occurring to the Division of Disability and Rehabilitative Supports (DDRS) online https://ddrsprovider.fssa.in.gov/IFUR/

64.5.8. Scheduling

64.5.8.1. All Manager of Direct Supports employees will be responsible for scheduling work times, which includes a minimum requirement of forty (40) hours per week.

64.5.8.2. Manager of Direct Supports employees must inform the Assisted Independence, LLC. administration of dates when and when not available to provide supports.

64.5.8.3. All Manager of Direct Supports employees may not cancel a scheduled work time without permission from Assisted Independence, LLC. President.

64.5.8.4. All Manager of Direct Supports employees must submit supporting documentation (doctor's notes, Certificate of Death, etc.) for missed work.

64.5.9. Management

64.5.9.1. All Manager of Direct Supports employees are direct supervisors to Direct Support Professional (DSP) employees. All Manager of Direct Supports employees will actively conduct

64.5.9.1.1. Recruitment of Direct Support Professional (DSP) employees

64.5.9.1.2. Interviewing of potential Direct Support Professional (DSP) employees

64.5.9.1.3. Hiring, disciplining, suspending, and terminating Direct Support Professional (DSP) employees

64.5.9.1.4. Meetings with Direct Support Professional (DSP) employees

64.5.9.1.5. Annual trainings for Direct Support Professional (DSP) employees

64.5.9.1.6. All communication with Direct Support Professional (DSP) employees

64.5.9.1.7. Annual, formal, employee reviews

64.5.9.1.8. The manager of Direct Supports will be knowledgeable about each individual employee, including, but not limited to, and based on the employee's personal preferences for disclosure, places of second or more employment, educational background, hobbies and interests, family matters, and future plans. The Manager of Direct Supports must balance respect for personal

confidentiality with cordial and patient inquiry about the employees statuses.

64.5.9.1.9. Managers of Direct Supports must have a minimum of monthly documented contact with the Direct Support Professional (DSP).

64.5.10. Care Coordination

64.5.10.1. All Manager of Direct Supports employees will oversee the delivery of direct supports to a maximum of fifty (50) individuals, which includes,

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

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

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

64.5.10.1.4. Uploading and downloading of documentation to the Bureau of Disability Services (BDS) online portal.

64.5.10.1.5. 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.

64.5.10.1.6. The attendance of all individual specific quarterly meetings.

64.5.10.1.7. The formulation, distribution, and data compilation of an Annual Survey of Individual Satisfaction, which is to be provided to all individuals supported once annually.

64.5.10.1.8. All communication with individuals supported or individuals communicating on behalf of individuals supported.

64.5.10.1.9. Manager of Direct Supports must respond immediately to individuals supported and/or the guardian of an individual supported for the following reasons:

64.5.10.1.9.1. anytime alleged, suspected, or actual abuse, neglect, or exploitation occurs

64.5.10.1.9.2. anytime injury occurs

64.5.10.1.9.3. anytime death occurs

64.5.10.1.9.4. anytime a structural or environmental problem threaten the health and safety of Individual supported,

64.5.10.1.9.5. anytime a fire occurs at Individual supported's whereabouts

64.5.10.1.9.6. anytime a first responder, police officer, fire fighter, or EMT arrives to individual supported's home
64.5.10.1.9.7. anytime elopement occurs, or Individual supported wanders without telling somebody
64.5.10.1.9.8. anytime alleged, suspected, or actual criminal activity by an employee of Assisted Independence, LLC. occurs
64.5.10.1.9.9. anytime a medication error occurs
64.5.10.1.9.10. anytime a medication side effect occurs that warrants immediate attention
64.5.10.1.9.11. anytime a physical or mechanical restraint is used
64.5.10.1.9.12. anytime an Individual supported has a fall
64.5.10.1.9.13. any unusual incident that may effect the health, wellness, and functioning of Individual supported
64.5.10.1.9.14. 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
64.5.10.1.9.15. anytime a behavioral related incident occurs that results in potential self-harm, harm to others, or property damage
64.5.10.1.9.16. anytime a threat is made towards Individual supported or oneself
64.5.10.1.9.17. anytime a vehicular accident involving Individual supported occurs
64.5.10.1.9.18. 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
64.5.10.1.9.19. anytime another scheduled employee is unable to fulfill a scheduled shift
64.5.10.1.9.20. anytime an unexpected visitor arrives to Individual supported's residence
64.5.10.1.9.21. anytime a severe, adverse weather event, such as a tornado or flood, occurs
64.5.10.1.9.22. anytime an electricity outage occurs
64.5.10.1.9.23. anytime a terror threat or act occurs in Individual supported's vicinity
64.5.10.1.9.24. any "act of God" or severe adverse event that were to pose a serious threat to Individual supported

64.5.10.1.9.25. anytime an animal enters Individual supported's household unexpectedly, and the animal does not leave willingly

64.5.11. Transfer of Individual Supported to Successor

64.5.11.1. In the event an individual supported is transferred from one manager of Direct Support to another, the preceding Manager of Direct Supports will ensure the following is most up-to-date:

64.5.11.1.1. Risk Plan(s) (as applicable)

64.5.11.1.2. Utilization Reports

64.5.11.1.3. All Incident Reports to be closed

64.5.11.1.4. All investigation to be closed

64.5.11.1.5. Ensure all contact information is accurate

64.5.11.1.6. The predeceasing Manager of Direct Supports will formally introduce the succussing Manager of Direct Supports to the individual supported at a Individualized Support Team (IST) meeting (Quarterly Meeting) with the consent of the individual supported.

64.5.11.2. In the event an employee is transferred from one Manager of Direct Supports to another, the predeceasing Manager of Direct Supports will do the following:

64.5.11.2.1. Inform the new Manager of Direct Supports of any expired training documents

64.5.11.2.2. Inform the new Manager of Direct Supports of any background check concerns or pending litigations

64.5.11.2.3. about each individual employee, including, but not limited to, and based on the employee's personal preferences for disclosure, places of second or more employment, educational background, hobbies and interests, family matters, and future plans. The Manager of Direct Supports must balance respect for personal confidentiality with cordial and patient inquiry about the employees statuses. The predeceasing Manager of Direct Supports will do the best to inform the new Manager of Direct Supports about the employees tendencies, habits, and predictions.

64.5.11.2.4. The predecessing Manager of Direct Supports will formally introduce the succussing Manager of Direct Supports to the employee by inviting the employee to the individual supported' Quarterly Meeting with the consent of the individual supported. In the event the employee cannot make it to the individual supported Quarterly Meeting, the predecessing Manager of Direct Supports will offer the Direct Support Professional (DSP) an opportunity

for an in-person meeting for the new Manager of Direct Supports. In the event an in-person meeting is not held, a virtual meeting or phone call will be offered. If all else fails, a formal email will be provided to all parties as a sufficient introduction.

64.5.12. Administration

64.5.12.1. All Manager of Direct Supports employees will actively participate in administrative tasks of Assisted Independence, LLC., including, but not limited to,

64.5.12.1.1. Meetings with Assisted Independence, LLC.

64.5.12.1.1.1. President

64.5.12.1.1.2. Recreational Therapists

64.5.12.1.1.3. Manager(s) of Direct Supports

64.5.12.1.1.4. Human Resources Manager and Recruiter

64.5.12.1.1.5. Nurse

64.5.12.1.1.6. Administrative Support Specialist

64.5.12.1.1.7. any consultants hired by Assisted Independence, LLC.

64.5.12.1.1.8. community members

64.5.12.1.2. Audit, surveys, webinars, and inquiries from

64.5.12.1.2.1. the Bureau of Disability Services (BDS)

64.5.12.1.2.2. the Division of Disability and Rehabilitative Services (DDRS)

64.5.12.1.2.3. the Family and Social Services Administration (FSSA)

64.5.12.1.2.4. the Centers of Medicaid/ Medicare (CMS)

64.5.12.1.3. Audit, surveys, and inquiries from

64.5.12.1.3.1. the Disability Determination Bureau (DDB)

64.5.12.1.3.2. the Department of Labor (DOL)

64.5.12.1.3.3. the Department of Workforce Development (DWD)

64.5.12.1.3.4. the Commission on Accreditation for Rehabilitation Facilities (CARF)

64.5.12.1.3.5. the Occupational, Health, and Safety Administration (OSHA)

64.5.12.1.4. The formulations of programs, including

64.5.12.1.4.1. Recreational activities

64.5.12.1.4.2. Outdoor activities

64.5.12.1.4.3. Educational opportunities

64.5.12.1.4.4. Opportunities for individual supported to generate an income

64.5.12.1.4.5. Teaching of resources available to individuals supported
64.5.12.1.4.6. Health promoting activities
64.5.12.1.5. Quality assurance checks, including,
64.5.12.1.5.1. The aggregating of data
64.5.12.1.5.2. Individual supported and employee retention analysis
64.5.12.1.5.3. Documentation checklists
64.5.12.1.5.4. Goal tracking and outcomes
64.5.12.1.5.5. Utilization reports
64.5.12.1.5.6. Any activity that promotes the betterment of Assisted Independence, LLC. and the individuals supported.

64.5.13. Use of Technology

64.5.13.1. All Manager of Direct Supports employees will receive and be expected to use

64.5.13.1.1. Laptop computer
64.5.13.1.2. Second computer monitor
64.5.13.1.3. Computer Mouse
64.5.13.1.4. Computer keyboard
64.5.13.1.5. Computer printer
64.5.13.1.6. Email account
64.5.13.1.7. AccelTrax/ Provide Management Software
64.5.13.1.8. Bureau of Disability Services (BDS) online portal login
64.5.13.1.9. Items requested in writing may be granted by the President of Assisted Independence, LLC.

(*Revised on: 08/10/2026, Nathan Red, President*)

65. **The Human Resources Manager**

65.1. The Human Resource Manager is a vital member of our administration team, reporting directly to the President. In this position, communication with the President, Recreational Therapists, Direct Support Professionals, Managers and Directors is very important.

65.2. The President and the Human Resource Manager will be in constant communication managing business procedures that will require a continuous, coordinated effort.

65.3. Benefits

65.3.1. The following benefits are available to eligible full-time Human Resource General staff:

65.3.1.1. Paid salary.
65.3.1.2. Health Insurance
65.3.1.3. Flexible work schedules
65.3.1.4. One-week paid vacation

65.4. Qualifications

65.4.1. Bachelor's Degree preferred but not required

65.4.2. Three years of direct care, compliance, and or customer service experience preferred.

65.4.3. Ability to effectively use a computer to complete required documentation and the ability to learn more intensive systems.

65.4.4. Proficient in Microsoft Office programs.

65.4.5. Has the functional and technical knowledge and skills to do the job at a high level of accomplishment.

65.4.6. Ability to write clearly in a variety of communication settings and styles.

65.4.7. Basic language, written and computer skills necessary for communication and documentation.

65.5. Prequalification

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

65.5.1.1. Application

65.5.1.2. Resume

65.5.1.3. High School degree or equivalent experience

65.5.2. Additionally, Human Resource staff must meet the following criteria prior to employment.

65.5.2.1. Free of Felony Convictions

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

65.5.3. Human Resource staff must complete the following forms after receiving an offer of employment, but prior to providing service to an individual:

65.5.3.1. Indiana Form I-9

65.5.3.2. Indiana Form W4

65.5.3.3. Indiana Form WH-4

65.5.3.4. Employee Authorization of Direct Deposit

65.6. Scheduling

65.6.1. Human Resource staff will be responsible for working Monday through Friday from 9:00AM-4:00PM EST.

65.6.2. Human Resource staff must inform the Assisted Independence office and administration of dates when and when not available to work.

65.6.3. Human Resource staff may not cancel a scheduled work time without permission from Assisted Independence administration.

65.6.4. Human Resource staff must submit supporting documentation (doctor's notes, Certificate of Death, etc.) for missed work.

65.7. Job Duties

65.7.1. All Human Resource staff must adhere to the rules and regulations set forth in Indiana Administrative Code (IAC) 460-6.

65.7.2. All Human Resource staff must adhere to the rules and regulations set forth by the Division of Disability and Rehabilitative Services (DDRS) and Bureau of Disabilities Services (BDS).
65.7.3. All Human Resource staff must abide by the requirements set forth by the Commission on Accreditation for Rehabilitation Facilities (CARF) Employment and Community Standards.
65.7.4. Recruit Direct Support Professionals, Recreational Therapists, and administrative positions through managing online application services such as Paylocity, LinkedIn, and SnagaJob.
65.7.5. Onboard new staff by completing background checks, assigning compliance, sending Paylocity event packet, assigning trainings, and requesting documentation.
65.7.6. Ensure all compliance items are assigned to the correct staff including DSPs, Recreational Therapists, and Administrative Assistants.
65.7.7. Update goals for individuals supported when Person-Centered Individualized Support Plan (PCISP) is updated annually and/or when their recreational therapist submits an updated treatment plan.
65.7.8. Complete background checks for employees annually.
65.7.9. Human Resources staff must keep the following updated documents:
- 65.7.9.1. Employment files, including, Driver's Licenses, Vehicle Registrations, Automobile Insurances, Applications, Resumes, Cardiopulmonary Resuscitation (CPR) Certifications, First Aid Certifications, Background Checks, Tuberculin Skin Test, Background Checks, 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, Medication Side Effects / Reporting Adverse Reactions Training and Acknowledgement Form, and all required employee trainings.
- 65.7.9.2. The Human Resource Manager will manage and maintain a separate file containing all confidential employee documents and information, such as;
  - 65.7.9.2.1. Indiana Form I-9
  - 65.7.9.2.2. Medical Records (including Sick Leave Documents)
  - 65.7.9.2.3. Background Checks
  - 65.7.9.2.4. Investigation Documents
  - 65.7.9.2.5. Workers Compensation
  - 65.7.9.2.6. Disciplinary Documents
- 65.7.9.3. Upon receiving phone calls, answer questions, or direct the call to the appropriate person within Assisted Independence LLC.
- 65.7.9.4. 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.

65.7.9.5. 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.

65.7.9.6. Assist with the orientation trainings of Direct Support Professional (DSP) staff when instructed by the President of Assisted Independence LLC.

65.7.9.7. Assist in any special projects assigned by the President of Assisted Independence LLC.

65.7.10. The Human Resource Manager will maintain office staff by recruiting, selecting, orienting, and training employees.

65.7.11. Participates in the recruitment and retention of professional and non-professional staff.

65.7.12. Assists the President with the implementation of the organization's strategic plan as well as program and facility expansion.

65.7.13. The Human Resource Manager will assist President with interviews of new hires.

65.7.14. Provides direct oversight of organizational development, to ensure effective services are administered and provided to the target population and the surrounding community.

65.7.15. Participates in establishment and implementation of organizational policies and procedures, interprets policies, objectives and operational procedures.

65.7.16. Provides leadership and direction in evaluating performance, recommending increases, as well as promotion and disciplinary actions.

65.7.17. Analyzes and recommends changes in organizational systems, policies, and procedures, and provides oversight for consistent implementation

65.7.18. Engage in respectful communication, treats individuals with dignity and honors individual rights.

65.7.19. Uses person-first or preferred language when appropriate.

65.7.20. Always maintains confidentiality and support privacy.

65.7.21. Ability to effectively present information to top management.

65.7.22. Ability to read, speak, and understand the English language.

65.7.23. Competent in Microsoft Windows and Microsoft Office software products required.

65.7.24. Ability to establish and maintain effective working relationships with all constituencies, including patients, employees, regulatory agencies, and the community at large.

65.7.25. Exceptional communication skills, including oral, written, and presentation skills.

65.7.26. Exceptional decision making and problem-solving skills.

65.8. 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.

(*Revised on: 01/14/2026, Nathan Red, President*)

66. **Direct Support Professional (DSP)**

66.1. 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.

66.2. Benefits

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

66.2.1.1. Paid hourly wages

66.2.1.2. Mileage reimbursement when transporting an individual receiving supports (also available to part-time employees)

66.2.1.2.1. Paid mileage reimbursement is only available to preferred caregivers if Transportation is added to the Service Authorization (SA) of the individual supported

66.2.1.3. 50% monthly Health Insurance Reimbursement for the employee after one-year of full-time employment

66.2.1.4. Shift Differential Pay at $2.00 more per hour for when non-preferred Direct Support Professional (DSP) employees working between the hours of 7:00PM-7:00AM or anytime on Saturday and Sunday.

66.2.1.5. Employee of the Month bonuses at $100.00

66.2.1.6. Overtime paid at 1.5x normal hourly wages if providing Respite (RSP0) supports

66.2.1.7. Flexible work schedules

66.3. Prequalification

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

66.3.1.1. Application

66.3.1.2. Resume

66.3.1.3. High School Diploma or equivalent

66.3.1.4. Cardiopulmonary Resuscitation (CPR) certification

66.3.1.5. First Aid Certification

66.3.1.6. Negative Tuberculin Skin Test

66.3.1.7. Driver’s License

66.3.1.8. Vehicle Registration

66.3.1.9. Auto Insurance

66.3.1.10. 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.

66.3.1.11. Cardiopulmonary Resuscitation (CPR) and First Aid certification will be provided by Assisted Independence, LLC. at no cost to the employee.

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

66.3.1.12.1. Free of Felony Convictions

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

66.3.2. All direct care employees working with individuals supported shall meet the following requirements:

66.3.2.1.1. Be at least eighteen (18) years of age.

66.3.2.1.2. Demonstrate an interest in and empathy for individuals

66.3.2.1.3. Demonstrate the ability to communicate adequately in order to:

66.3.2.1.3.1. complete required forms and reports of visits; and follow oral or written instructions.

66.3.2.1.3.2. Demonstrate the ability to provide supports according to the individual's Person-Centered Individualized Support Plan (PCISP).

66.3.2.1.3.3. Demonstrate willingness to accept supervision.

66.3.3. Direct Support Professional (DSP) employees must complete the following forms after receiving an offer of employment, but prior to providing service to an individual:

66.3.3.1. 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.

66.3.3.2. Indiana Form W4

66.3.3.3. Indiana Form WH-4

66.3.3.4. Employee Authorization of Direct Deposit

66.3.4. Direct Support Professional (DSP) employees must complete the following trainings prior to providing supports to an individual:

66.3.4.1. Practice Infection Control

66.3.4.2. Universal Precautions
66.3.4.3. Health and Wellness
66.3.4.4. Conduct and Participate in Emergency Drills and Evacuations
66.3.4.5. Respecting the Dignity of an Individual
66.3.4.6. Communication
66.3.4.7. Appropriate Documentation of an Individual's Progress and Outcomes
66.3.4.8. Incident Reporting
66.3.4.9. Protection of an Individual's Rights
66.3.4.10. Protecting an Individual from Abuse, Neglect, and Exploitation
66.3.4.11. Person Centered Planning
66.3.4.12. Respecting the Dignity of an Individual
66.3.4.13. Individual Specific Interventions
66.3.4.14. Selecting Specific Objectives
66.3.4.15. Medication Administration Core A and Core B (as applicable)
66.3.4.16. Behavior Support Plan (BSP) Training (as applicable)
66.3.4.16.1. Training wages are set at $8 an hour.

66.4. Job Duties

66.4.1. All Direct Support Professional (DSP) employees must adhere to the rules and regulations set forth in Indiana Administrative Code (IAC) 460-6.

66.4.2. All Direct Support Professional (DSP) employees must adhere to the rules and regulations set forth by the Division of Disability and Rehabilitative Services (DDRS) and Bureau of Disability Services (BDS).

66.4.3. All Direct Support Professional (DSP) employees must abide by the requirements set forth by the Council of Quality and Leadership (CQL) Employment and Community Standards.

66.4.4. All Direct Support Professional (DSP) employees shall be eligible to provide the following supports:
66.4.4.1. Residential Habilitation and Support (RHS)
66.4.4.2. Day Habilitation (DHI)
66.4.4.3. Respite care (RSPO)
66.4.4.4. Participant Assistance and Care (PAC)
66.4.4.5. Transportation

66.4.5. All Direct Support Professional (DSP) employees must assist the individual to which is being provided supports with one of the following:
66.4.5.1. Self-care
66.4.5.2. Self-direction
66.4.5.3. Expressive or receptive language
66.4.5.4. Ambulation or mobility
66.4.5.5. Activities of Daily Living (ADL's)

66.4.5.6. Learning
66.4.5.7. Independent Living
66.4.5.8. Economic Self-Sufficiency
66.4.5.9. Physical Activity
66.4.5.10. Community Participation

66.4.6. All Direct Support Professional (DSP) employees 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):
66.4.6.1. SSI (MASI)
66.4.6.2. Aged (MA A)
66.4.6.3. Blind (MA B)
66.4.6.4. Disabled (MA D)
66.4.6.5. MED Works (MADW, MADI)
66.4.6.6. Low-income Caretakers (MAGF)
66.4.6.7. Foster Care (MA 15)
66.4.6.8. Foster Care Independence (MA14)
66.4.6.9. Children under Age 1 (MA Y)
66.4.6.10. Children Age 1-5 (MA Z)
66.4.6.11. Children Age 1-18 (MA 2, MA 9)
66.4.6.12. Transitional Medical Assistance (MA F)
66.4.6.13. IV-E FC Foster Care children (MA 4)
66.4.6.14. Children in the Adoption Assistance Program (MA 8)

66.4.7. All Direct Support Professional (DSP) employees will document the following:
66.4.7.1. Work Records via AccelTrax
66.4.7.1.1. Mandatory clock-in and clock-out required using AccelTrax to meet federal Electronic Visit Verification (EVV) requirements for employees providing
66.4.7.1.1.1. Residential Habilitation Services (RHS)
66.4.7.1.1.2. Respite (RSP0)
66.4.7.1.1.3. Participant Assistance and Care (PAC)
66.4.7.1.2. Mandatory Work Record submission for all times work within twenty-four (24) hours of the shift ending for the above services, as well as the service Day Habilitation (DHI).
66.4.7.1.2.1. Failure to submit Work Records within the twenty-four (24) hour time period may result in wages being paid at a later scheduled payroll date.

66.4.7.1.3. Progress Notes for each shift work, consisting of a typed narrative note of what was done to assist the individual, the individual's whereabouts, and the duration of the activities.

66.4.7.1.4. Progress Notes must list the time in 00:00AM format for when the shift began and when ended.

66.4.7.1.5. Progress Notes must include the date of the supports in MM/DD/YEAR format.

66.4.7.1.6. Progress Notes must include the type of service the individual was receiving by selecting the applicable Task Code via AccelTrax.

66.4.7.1.7. Progress notes must include the individual receiving service(s) first and last name by selecting the appliable "consumer" via the AccelTrax "Consumer List".

66.4.7.2. Side Effect Tracking

66.4.7.2.1. Side Effect Tracking must be completed for each shift that a Direct Support Professional (DSP) employee is working if the individual who is receiving supports is prescribed medications.

66.4.7.2.2. Direct Support Professional (DSP) employees are to submit Side Effect Tracking online in AccelTrax.

66.4.7.3. Medication Administration Records (MAR)

66.4.7.3.1. Refer to *Assisted Independence LLC. Compliance Coordination: Policies and Procedures*

66.4.7.3.2. Direct Support Professional (DSP) employees who assist in administering medications are to submit Medication Administration Records (MAR) forms monthly to the direct supervisor.

66.4.7.4. Incident Reporting

66.4.7.4.1. All Direct Support Professional (DSP) employees are to submit an Incident Report for any of the following incidents, or knowledge of any of the following incidents:

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

66.4.7.4.1.2. Anytime injury occurs,

66.4.7.4.1.3. Anytime death occurs,

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

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

66.4.7.4.1.6. Anytime elopement occurs

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

66.4.7.4.1.8. Anytime a medication error occurs

66.4.7.4.1.9. Anytime a physical or mechanical restraint is used

66.4.7.4.1.10. Anytime a client has a fall

66.4.7.4.1.11. Any unusual incident that may affect the health, wellness, and functioning of an individual supported.

66.4.7.4.2. Incident Reports must include the following:

66.4.7.4.2.1. Employee first and last name

66.4.7.4.2.2. Client first and last name

66.4.7.4.2.3. Date in MM/DD/YEAR format

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

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

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

66.4.7.4.2.7. All individuals involved in the event

66.4.7.4.2.8. Description of response to the event

66.4.7.4.3. Incident Reports are to be submitted to Assisted Independence, LLC. via online through AccelTrax within twenty-four (24) hours of the incident occurring.

66.4.7.4.4. All Direct Support Professional (DSP) employees must notify the Director of Direct Supports immediately following the incident, or immediately after receiving knowledge of the incident.

66.4.7.5. Letter of Employment

66.4.7.5.1. Assisted Independence, LLC. employees will be provided with a letter of employment, enabling free access to facilities where the individuals supported have free access as well.

66.4.7.5.2. The Assisted Independence, LLC. administration will provide letters of employment to staff upon request.

66.4.8. Scheduling

66.4.8.1. All Direct Support Professional (DSP) employees will be responsible for scheduling times to provide service(s) with the individual receiving service(s).

66.4.8.2. Direct Support Professional (DSP) employees must inform the Assisted Independence, LLC. supervisor of dates when and when not available to provide supports.

66.4.8.3. All Direct Support Professional (DSP) employees may not cancel a scheduled work time without permission from the Director of Direct Supports.

66.4.8.4. All Direct Support Professional (DSP) employees must submit supporting documentation (doctor's notes, Certificate of Death, etc.) for missed work.

66.5. 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:

66.5.1.1. Will an hourly wage increase result in future retention of Direct Support Professional (DSP) employees?

66.5.1.2. Will an hourly wage increase result in more hours being provided to the individual supported?

66.5.1.3. Will the hourly wage increase result in other supports or Direct Support Professionals (DSP's) being available to the individual supported?

66.5.2. Upon hire, Direct Support Professionals (DSP's) have the opportunity to negotiate starting hourly wage.

66.5.2.1. The standard starting rate of a Direct Support Professional (DSP) employee will be $17.00 per hour. Starting pay rates will be raised for the following prequalification and rates:

66.5.2.1.1. +$1.00 if university degreed

66.5.2.1.2. +$1.00 if military background

66.5.2.1.3. +$1.00 if 5+ years' experience

66.5.2.1.4. +$1.00 for disability specific skill including, but not limited to, ability to speak another language

66.5.2.1.5. +$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

66.5.3. Annual Evaluations

66.5.3.1. +$1.00 for first year with company

66.5.3.2. +$1.00 if university degreed

66.5.3.3. +$1.00 if military background

66.5.3.4. +$1.00 if 5+ years experience

66.5.3.5. +$1.00 for disability specific skill

66.5.3.6. +$1.00 for specialty certification

66.5.4. Wage Protests

66.5.4.1. Direct Support Professionals (DSP's) are required to review their paystubs, which are made available online, the day of direct deposits.

66.5.4.2. Direct Support Professionals (DSP's) have six weeks from the direct deposit date to dispute their pay.

66.5.4.3. 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:

66.5.4.3.1. The number of hours the Direct Support Professional (DSP) believes were earned during the particular pay period.

66.5.4.3.2. The correct wage the Direct Support Professional (DSP) believes he or she should have been paid for.

66.5.4.4. The Direct Support Professional (DSP) must have all work fully submitted in AccelTrax prior to any such requests.

(*Revised on: 04/10/2025, Nathan Red, President*)

67. **Manager of Recreational Therapy**

67.1. **Job Nature**

67.1.1. The nature of the job as a Manager 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 employees and designing the programming to be offered for Recreational Therapy staff and individuals supported.

67.1.2. 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.

67.1.3. Recreational Therapy supports are supports provided under the Indiana Division of Disability, Aging, and Rehabilitative Services (DDARS) consisting of a medically approved recreational program to restore, remediate, or rehabilitate an individual in order to

67.1.3.1. Improve the individual's functioning and independence

67.1.3.2. Reduce or eliminate the effects of an individual's disability

67.2. **Wages**

67.2.1. Salary pay is provided to the Manager 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.

67.3. **Benefits**

67.3.1. The following benefits are available to eligible full-time Director of Recreational Therapy employees:

67.3.1.1. **Paid salary**

67.3.1.2. **Paid mileage** when transporting an individual receiving supports.

67.3.1.2.1. $0.35 per mile paid by Assisted Independence, LLC. bi-monthly when any individual supported is transported

67.3.1.3. **50% of Health Insurance Reimbursement** (eligible following 30 days of employment)

67.3.1.4. **401k Retirement Plan** Enrollment with a 1% match by Assisted Independence, LLC.

67.3.1.5. **Maternity Leave**

67.3.1.5.1. Only available to employees who have been with Assisted Independence, LLC. at least one year. Exceptions may be granted by Assisted Independence, LLC.

67.3.1.5.2. Only available to full-time employees working full-time (thirty-two (32) or more hours per week)

67.3.1.5.3. The twelve-week maternity leave is paid at two-thirds average hours taken with the sample of the employee's last twelve months of work. The calculation does not include all accumulated Paid Time Off (PTO) taken in the last year. Exceptions may be granted by the Director of Recreational Therapy for extreme hardships.

67.3.1.5.4. When a full-time employee who takes paid Maternity Leave, the Paid Time Off (PTO) resets to zero at the beginning of the paid Maternity Leave. In the event the employee has already claimed the Paid Time Off (PTO) in the same calendar year prior to taking the paid Maternity Leave, the Maternity Leave will be reduce by the time amount equal to the time amount of the prior Paid Time Off (PTO) claimed at an earlier date in the same calendar year.

67.3.1.5.5. Requires two-year future employment commitment by Recreational Therapist prior to taking leave.

67.3.1.5.5.1. The average hours worked prior to maternity leave must continue post-maternity leave a rate of at least 75% percent.

67.3.1.5.5.2. In the event the employee who received a paid Maternity Leave fails to meet the above criteria, the employee will pay back in full the Maternity Leave payments received to Assisted Independence, LLC.

67.3.1.5.5.3. Employees who received Maternity Leave prior to January 1, 2025, are NOT subject to payback requirements or minimum work threshold requirements.

67.3.1.6. **Paid Time Off (PTO)** – Ten (10) days total per year of paid vacation, no rollover after December 31 of each calendar year.

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

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

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

67.3.1.6.1.3. The Manager of Recreational Therapy must ensure all Incident Reports are closed by the Bureau of Disability Services (BDS) prior to leaving for vacation.

67.3.1.7. **Grievance Pay** – to be determined upon request

67.4. **Prequalification**

67.4.1. All Manager of Recreational Therapy employees must submit to Assisted Independence, LLC. proof of the following prior to employment and prior to the expiration of any document:

67.4.1.1. Application
67.4.1.2. Resume
67.4.1.3. College or University Diploma or Equivalent
67.4.1.4. Cardiopulmonary Resuscitation (CPR) certification
67.4.1.5. First Aid Certification
67.4.1.6. Negative Tuberculin Skin Test
67.4.1.7. Driver's License
67.4.1.8. Vehicle Registration
67.4.1.9. Auto Insurance
67.4.1.10. Additionally, Manager of Recreational Therapy must provide an active certification from the National Council on Therapeutic Recreation Certification (NCTRC), along with:

67.4.1.10.1. a bachelor's degree in Therapeutic Recreation or related field and/or

67.4.1.10.1.1. 18 earned credit hours in the study of therapeutic recreation

67.4.1.11. Additionally, Manager of Recreational Therapy employees must meet the following criteria prior to employment.
67.4.1.11.1. Free of Felony Convictions
67.4.1.11.2. Inspector General's Exclusion from Federally Funded Healthcare Organization

67.4.2. All Manager of Recreational Therapy employees working with individuals shall meet the following requirements:
67.4.2.1.1. Be at least eighteen (18) years of age.
67.4.2.1.2. Demonstrate an interest in and empathy for individuals
67.4.2.1.3. Demonstrate the ability to communicate adequately in order to:
67.4.2.1.3.1. complete required forms and reports of visits; and follow oral or written instructions.
67.4.2.1.3.2. Demonstrate the ability to provide supports according to the individual's Person-Centered Individualized Support Plan (PCISP).
67.4.2.1.3.3. Demonstrate willingness to accept supervision.

67.4.3. Manager of Recreational Therapy employees must complete the following forms after receiving an offer of employment, but prior to providing supports to an individual:
67.4.3.1. Indiana Form I-9
67.4.3.2. Indiana Form W4
67.4.3.3. Indiana Form WH-4
67.4.3.4. Employee Authorization of Direct Deposit
67.4.3.5. Acknowledgement of Assisted Independence, LLC. Policies and Procedures

67.4.4. Manager of Recreational Therapy employees must complete the following trainings prior to providing supports to an individual:
67.4.4.1. Practice Infection Control
67.4.4.2. Universal Precautions
67.4.4.3. Health and Wellness
67.4.4.4. Conduct and Participate in Emergency Drills and Evacuations
67.4.4.5. Respecting the Dignity of an Individual
67.4.4.6. Communication
67.4.4.7. Appropriate Documentation of an Individual's Progress and Outcomes
67.4.4.8. Incident Reporting
67.4.4.9. Protection of an Individual's Rights
67.4.4.10. Protecting an Individual from Abuse, Neglect, and Exploitation
67.4.4.11. Person Centered Planning

67.4.4.12. Respecting the Dignity of an Individual
67.4.4.13. Individual Specific Interventions
67.4.4.14. Selecting Specific Objectives
67.4.4.15. Medication Administration Core A and Core B (as applicable)
67.4.4.16. Behavior Support Plan (BSP) Training (as applicable)

67.5. **Job Duties**

67.5.1. All Manager of Recreational Therapy employees must adhere to the rules and regulations set forth in Indiana Administrative Code (IAC) 460-6.

67.5.2. All Manager of Recreational Therapy employees must adhere to the rules and regulations set forth by the Division of Disability, Aging, and Rehabilitative Services (DDARS) and the Bureau of Disability Services (BDS).

67.5.3. All Manager of Recreational Therapy employees must abide by the requirements set forth by the Commission on Accreditation for Rehabilitation Facilities (CARF), as well as participate in schedule accreditation surveys.

67.5.4. All Manager of Recreational Therapy employees shall be eligible to provide and oversee the following supports:
67.5.4.1. Recreational Therapy (RETH)
67.5.4.2. Respite (RSPO)
67.5.4.3. Participant Assistance and Care (PAC)
67.5.4.4. Day Habilitation (DHI)
67.5.4.5. Residential Habilitation (RHS)
67.5.4.6. Transportation (TRNO)

67.5.5. All Manager of Recreational Therapy employees must assist the individual to which is being provided supports with one of the following:
67.5.5.1. Self-care
67.5.5.2. Self-direction
67.5.5.3. Expressive or receptive language
67.5.5.4. Ambulation or mobility
67.5.5.5. Activities of Daily Living (ADL's)
67.5.5.6. Learning
67.5.5.7. Independent Living
67.5.5.8. Economic Self-Sufficiency
67.5.5.9. Physical Activity
67.5.5.10. Community Participation

67.5.6. All Manager of Recreational Therapy employees will assist a Medicaid recipient or Medicaid recipients that meet at least one of the following criteria set forth by the Division of Disability, Aging and Rehabilitative Services (DDARS):

67.5.6.1. SSI (MASI)
67.5.6.2. Aged (MA A)
67.5.6.3. Blind (MA B)
67.5.6.4. Disabled (MA D)
67.5.6.5. MED Works (MADW, MADI)
67.5.6.6. Low-income Caretakers (MAGF)
67.5.6.7. Foster Care (MA 15)
67.5.6.8. Foster Care Independence (MA14)
67.5.6.9. Children under Age 1 (MA Y)
67.5.6.10. Children Age 1-5 (MA Z)
67.5.6.11. Children Age 1-18 (MA 2, MA 9)
67.5.6.12. Transitional Medical Assistance (MA F)
67.5.6.13. IV-E FC Foster Care children (MA 4)
67.5.6.14. Children in the Adoption Assistance Program (MA 8)

67.5.7. Scheduling

67.5.7.1. All Manager of Recreational Therapy employee(s) will be responsible for scheduling work times, which includes a minimum requirement of 40 hours per week.

67.5.7.2. Manager of Recreational Therapy employee(s) must inform the Assisted Independence, LLC. office and administration of dates when and when not available to provide supports.

67.5.7.3. All Manager of Recreational Therapy employee(s) may not cancel a scheduled work time without permission from Assisted Independence, LLC. administration.

67.5.7.4. All Manager of Recreational Therapy employees must submit supporting documentation (doctor's notes, Certificate of Death, etc.) for missed work.

67.5.8. Management

67.5.8.1. All Manager of Recreational Therapy employees are direct supervisors to Recreational Therapist employee(s). All Manager of Recreational Therapy employees will actively conduct

67.5.8.1.1. Recruitment of Recreational Therapist and Direct Support Professional (DSP) employees, including regular attendance of Job Fairs, Transition Fairs, related conferences, and speaking engagements.

67.5.8.1.2. Interviewing potential Recreational Therapy employees

67.5.8.1.3. Hiring, onboarding, disciplining, suspending, and terminating Recreational Therapy employees

67.5.8.1.4. The creation of materials and policy and the training of Recreational Therapist employees

67.5.8.1.5. Meetings with Recreational Therapist employees
67.5.8.1.6. communication with Recreational Therapist employees as the first point of contact for all needs of Recreational Therapist employees
67.5.8.1.7. Annual, formal, employee reviews
67.5.8.1.8. The facilitation of the Direct Support Professional – Recreational Therapist Assistant (DSP-RTA) Program.
67.5.8.1.9. Research for adherence to local, state, and federal guidelines

67.5.9. Care Coordination

67.5.9.1. All Manager of Recreational Therapy employees will oversee the delivery of Recreational Therapy to a individuals, which includes,
67.5.9.1.1. The formulation and updating of Person-Centered Individualized Support Plans (PCISP's)
67.5.9.1.2. The formulation and updated, required at least once annually, of each individual specific Treatment Plan
67.5.9.1.3. The collection of documentation from other care providers relevant to the delivery of Recreational Therapy
67.5.9.1.4. Uploading and downloading of documentation to the Bureau of Disability Services (BDS) online portal.
67.5.9.1.5. 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.
67.5.9.1.6. All communication with individuals supported or individuals communicating on behalf of individuals supported.

67.5.10. Administration

67.5.10.1. All Manager of Recreational Therapy employees will actively participate in administrative tasks of Assisted Independence, LLC., including, but not limited to,
67.5.10.1.1. Weekly administrative team meetings with Assisted Independence, LLC., and additional administrative meetings as deemed necessary with the
67.5.10.1.1.1. President, who will be the direct report for the Manager of Recreational Therapy
67.5.10.1.1.2. Quality Assurances Manager
67.5.10.1.1.3. Human Resources Manager
67.5.10.1.1.4. Manager of Direct Supports
67.5.10.1.1.5. Nurse

67.5.10.1.1.6. Direct Support Professionals (DSP's)
67.5.10.1.1.7. Direct Support Professional – Recreational Therapy Assistants (DSP-RTA's)
67.5.10.1.1.8. any consultants hired by Assisted Independence, LLC.
67.5.10.1.1.9. clients
67.5.10.1.1.10. Individualized Support Team (IST) members
67.5.10.1.2. Audit, surveys, webinars, and inquiries from
67.5.10.1.2.1. the Bureau of Disability Services (BDS), including the virtual attendance of Provider and Case Manager Webinars
67.5.10.1.2.2. the Division of Disability, Aging and Rehabilitative Services (DDARS), including the listening/watching of the Advisory Council meetings
67.5.10.1.2.3. the Family and Social Services Administration (FSSA), including the attendance of the Quarterly Financial Reviews (QFR's)
67.5.10.1.2.4. the Indiana Healthcare Coverage Program (IHCP)
67.5.10.1.2.5. the Centers of Medicaid/ Medicare (CMS)
67.5.10.1.3. Audit, surveys, and inquiries from
67.5.10.1.3.1. the Disability Determination Bureau (DDB)
67.5.10.1.3.2. the Commission on Accreditation for Rehabilitation Facilities (CARF)
67.5.10.1.4. The formulations of programs, including
67.5.10.1.4.1. Recreational activities
67.5.10.1.4.2. Outdoor activities
67.5.10.1.4.3. Educational opportunities
67.5.10.1.4.4. Opportunities for individuals supported to generate an income
67.5.10.1.4.5. Teaching of resources available to individuals supported
67.5.10.1.4.6. Health promoting activities
67.5.10.1.5. Quality assurance checks, including,
67.5.10.1.5.1. The input and aggregating of data through various reports, including, but not limited to, Work in Progress Reports, Unapproved Work reports, Consumer Authorizations reports, Consumer Demographics reports, Employee Demographics reports, Employee Hours and Comments reports, and more.

67.5.10.1.5.2. Individuals supported and employee retention analysis
67.5.10.1.5.3. Goal tracking and outcomes
67.5.10.1.5.4. Utilization reports, including that no Recreational Therapy recipients has exceeded that maximum 6-hours per month.
67.5.10.1.5.5. The approval of all Recreational Therapists and Direct Support Professional – Recreational Therapist Assistants (DSP-RTA) Work Records
67.5.10.1.5.6. Ensuring the correct Compliance Item assignments
67.5.10.1.5.7. Quarterly Report submissions to the Bureau of Disabilities Services (BDS) online portal
67.5.10.1.5.8. Any activity that promotes the betterment of Assisted Independence, LLC. and the individuals supported.

67.5.10.1.6. Legislative lobbying and executive branch outreach to promote the improvement and sustainability of Indiana Medicaid Waiver programs through intentional projects.

67.5.11. Use of Technology

67.5.11.1. All Director of Recreational Therapy employees will receive and be expected to use

67.5.11.1.1. Laptop computer
67.5.11.1.2. Email account
67.5.11.1.3. AccelTrax/ Provide Management Software
67.5.11.1.4. Bureau of Disability Services (BDS) online portal login
67.5.11.1.5. Items requested in writing may be granted by the President of Assisted Independence, LLC.

(*Revised on: 11/03/2026, Nathan Red, President)*

68. **Recreational Therapist**

68.1. **Description**

68.1.1. 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.

68.1.2. 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.

68.1.3. 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

68.1.3.1. Improve the individual's functioning and independence

68.1.3.2. Reduce or eliminate the effects of an individual's disability

68.2. **Benefits**

68.2.1. The following benefits are available to eligible full-time (working on average 32+ hours per week) Recreational Therapist employees (part-time employees are NOT eligible for benefits unless noted below):

68.2.1.1. **Paid hourly wages**

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

68.2.1.2.1. The Recreational Therapist has the following option for mileage reimbursement: $0.35 per mile paid by Assisted Independence, LLC. bi-monthly when any individual supported is transported.

68.2.1.3. **50% Health Insurance Reimbursement** following one month of employment

68.2.1.3.1. Employees are eligible for health insurance reimbursement if one or more of the following conditions are met:

68.2.1.3.1.1. The employee is over the age of 26

68.2.1.3.1.2. The employee is married and the employee's spouse does NOT have access to a group health insurance plan through the employee's spouse's employer.

68.2.1.3.1.3. The employee does not have access to a health insurance plan under the parent(s)

68.2.1.3.2. Employee will pay 50% of the health insurance cost for themselves and 100% for any spouses or dependents on the plan of their choosing.

68.2.1.3.2.1. The employee will be reimbursed for 50% of their portion of the plan (not including spouses or dependents) on their bimonthly direct deposit.

68.2.1.3.3. Vision and dental insurances and costs are not covered.

68.2.1.3.4. Request a quote by emailing (please CC the Director of Recreational Therapy) your full name, address, birthday, and expected annual income to Janice Hildabridlle at jhildabridle@onedigital.com

68.2.1.4. **401k Retirement Plan** Enrollment with a 1% match by Assisted Independence, LLC.

68.2.1.4.1. Full-time (averaging 32+ hours per week) employees are eligible for 401k plans after 12 months of employment and must be 18 years of age

68.2.1.4.2. Part time employees are eligible for 401k plans if they are considered to be a Long-term Part-time (LTPT) Employee if you are credited with 500 hours of service in at least three (3) consecutive years beginning after December 31, 2020

68.2.1.4.2.1. Long-term Part-time (LTPT) Employees must be 21 years of age to be eligible for 401k plans

68.2.1.4.3. The amount you elect to defer will be deducted from your pay through Paylocity. The procedure will require that you enter into a salary deferral agreement after you satisfy the Plan's eligibility requirements. You may elect to defer a portion of your salary as of your Entry Date or on the first day of each payroll period. Your election will generally remain in effect until you modify or terminate it.

68.2.1.4.3.1. Assisted Independence, LLC. will make a discretionary matching contribution equal to a percentage (1%) of your salary deferrals

68.2.1.4.4. Hardship withdrawals can be made to satisfy certain immediate and heavy financial needs you may have.

68.2.1.4.4.1. Expenses for medical care (described in Section 213(d) of the Internal Revenue Code) previously incurred by you, your spouse, your dependents or your beneficiaries or necessary for you, your spouse, your dependents or your beneficiaries to obtain medical care.

68.2.1.4.4.2. Costs directly related to the purchase of your principal residence (excluding mortgage payments).

68.2.1.4.4.3. Tuition, related educational fees, and room and board expenses for the next twelve (12) months of post-secondary education for yourself, your spouse, your dependents or your beneficiaries.

68.2.1.4.4.4. Amounts necessary to prevent your eviction from your principal residence or foreclosure on the mortgage of your principal residence.

68.2.1.4.4.5. Payments for burial or funeral expenses for your deceased parent, spouse, children, other dependents or beneficiaries.

68.2.1.4.4.6. Expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under the Internal Revenue Code without regard to the limit on casualty losses that are deductible for income tax purposes under IRC 165(h).

68.2.1.4.4.7. Expenses for disasters arising from federally declared disasters, such as your expenses and losses (including loss of income) attributable to that disaster, provided your principal residence or place of employment was in an area FEMA designates as qualifying for individual assistance.

68.2.1.4.5. Employees may receive a distribution of the vested portion of some or all of your accounts in the Plan for the following reasons

68.2.1.4.5.1. Termination of employment for reasons other than

68.2.1.4.5.1.1. Retirement

68.2.1.4.5.1.2. Death

68.2.1.4.5.1.3. Disability

68.2.1.5. **Paid Time Off (PTO)**

68.2.1.5.1. The employee begins from the hire date with zero Paid Time Off (PTO) hours.

68.2.1.5.2. Equal to the average hours worked per week across a fifty-two (52) week span.

68.2.1.5.3. Calculated by dividing the total number of hours worked by the most recent fifty-two (52) weeks by fifty-two (52) weeks.

68.2.1.5.4. One day of Paid Time Off (PTO) is equal to eight (8) hours of pay.

68.2.1.5.5. Paid Time Off (PTO) hours reset on the employee's work anniversary of each year, but

68.2.1.5.5.1. may not accumulate more than forty (40) hours of Paid Time Off (PTO) in a 52-week span; i.e.; if you are working overtime (which is not permitted without the Director of Recreational Therapy's written consent), you are NOT entitled to overtime Paid Time Off (PTO)

68.2.1.5.5.2. paid work provided in one calendar work week may not exceed forty paid hours when combining Paid Time Off (PTO) in a given work week (work week is Sunday through Saturday). For example, if the Recreational Therapist works with individuals supported forty hours on Monday,

Tuesday, and Wednesday, the Recreational Therapist may NOT claim Paid Time Off (PTO) on Thursday and Friday).

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

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

68.2.1.5.5.5. The Paid Time Off (PTO) pay rate for the Recreational Therapist is the hourly wage rate that was effective on the employee's last work anniversary, or the initial employment start date.

68.2.1.5.5.6. The Recreational Therapist must request and receive approval from the Director of Recreational Therapy prior to taking Paid Time Off (PTO).

68.2.1.5.5.7. The Recreational Therapist must attempt to secure a substitute Recreational Therapist during Paid Time Off (PTO), if the individual(s) supported would so like.

68.2.1.5.5.8. No Paid Time Off (PTO) requests will be denied in the event the requested preferred Paid Time Off (PTO) was denied the previous year.

68.2.1.5.5.9. In the event that two or more Paid Time Off (PTO) requests are submitted by Recreational Therapists who began employment with Assisted Independence, LLC. within one year of each other(s), the Recreational Therapist with the more total amount of hours worked since employment began will have first priority in the requested Paid Time Off (PTO).

68.2.1.5.5.10. Recreational Therapists are encouraged to submit Paid Time Off (PTO) requests as early as possible.

68.2.1.5.5.11. Get your spot in line: Recreational Therapists may postpone or delay their Paid Time Off (PTO) request, so as long as the Paid Time Off (PTO) does not expire.

68.2.1.5.5.12. When a full-time employee who takes paid Maternity Leave, the Paid Time Off (PTO) resets to zero at the beginning of the paid Maternity Leave. In the event the employee has already claimed the Paid Time Off (PTO) in the same calendar year prior to taking the paid Maternity Leave, the Maternity Leave will be reduce by the time amount equal to the time amount of the prior Paid Time Off (PTO) claimed at an earlier date in the same calendar year.

68.2.1.5.5.13. In the event an employee voluntarily quits Assisted Independence, LLC., which includes any choice not made by

Assisted Independence, LLC., the dollar amount of the prior Paid Time Off (PTO) that was claimed within the same calendar year as the exit will be withheld from the employee's final direct deposit.

68.2.1.5.5.14. In addition to the potential of one-week Paid Time-Off (PTO) each year, and/or the potential for two weeks Paid Time Off (PTO) if the employee elected to roll over the previous year's earned Paid Time Off (PTO), the Recreational Therapist is permitted to take no more than two (2) weeks off work per year, including non-paid time off and Paid Time Off (PTO). At least fifty (50) of fifty-two (52) weeks per year must be work weeks.

68.2.1.5.5.15. Paid Time Off (PTO) can NOT be claimed after the date has passed; i.e. the time can NOT be claimed in

68.2.1.6. **Maternity Leave**

68.2.1.6.1. Only available to employees who have been with Assisted Independence, LLC. at least one year. Exceptions may be granted by Assisted Independence, LLC.

68.2.1.6.2. Only available to full-time employees working full-time (thirty-two (32) or more hours per week)

68.2.1.6.3. The twelve-week maternity leave is paid at two-thirds average hours taken with the sample of the employee's last twelve months of work. The calculation does not include all accumulated Paid Time Off (PTO) taken in the last year. Exceptions may be granted by the Director of Recreational Therapy for extreme hardships.

68.2.1.6.4. When a full-time employee who takes paid Maternity Leave, the Paid Time Off (PTO) resets to zero at the beginning of the paid Maternity Leave. In the event the employee has already claimed the Paid Time Off (PTO) in the same calendar year prior to taking the paid Maternity Leave, the Maternity Leave will be reduce by the time amount equal to the time amount of the prior Paid Time Off (PTO) claimed at an earlier date in the same calendar year.

68.2.1.6.5. Requires two-year future employment commitment by Recreational Therapist prior to taking leave.

68.2.1.6.5.1. The average hours worked prior to maternity leave must continue post-maternity leave a rate of at least 75% percent.

68.2.1.6.5.2. In the event the employee who received a paid Maternity Leave fails to meet the above criteria, the employee will pay back in full the Maternity Leave payments received to Assisted Independence, LLC.

68.2.1.6.5.3. Employees who received Maternity Leave prior to January 1, 2025, are NOT subject to payback requirements or minimum work threshold requirements.

68.2.1.7. **Continuing Education Units (CEU's)**

68.2.1.7.1. Employees of Assisted Independence, LLC. may access, free of charge, courses to earn Continuing Education Units (CEU's) through Assisted Independence, LLC. online training modules that are approved by the National Council for Therapeutic Recreation Certification (NCTRC).

68.2.1.8. **Unemployment Insurance**

68.2.1.9. **Liability (Malpractice) Insurance**

68.2.1.10. **Worker's Compensation Insurance**

68.2.1.11. **National Council on Therapeutic Recreation Certification (NCTRC) Annual Maintenance Fee payment**

68.2.1.12. **National Council on Therapeutic Recreation Certification (NCTRC) Exam Application and Entrance Fees Reimbursement**

68.2.1.12.1. Available only to full-time employees once the employee has reported three hundred twenty (320) billable work hours.

68.2.1.12.2. Assisted Independence, LLC. Recreational Therapy Interns must seek the Hardship Waiver from the National Council on Therapeutic Recreation Certification (NCTRC) to be eligible for the exam application and entrance fees reimbursement.

68.2.1.13. **Flexible work schedules**

68.2.1.13.1. Recreational Therapists must work an average of thirty-two (32) hours per week to be considered a full-time employee

68.2.1.13.2. Overtime must be approved by the Director of Recreational Therapy

68.2.1.13.2.1. Overtime is considered over forty (40) hours between Sunday and Saturday in each week regardless of pay period dates

68.3. **Prequalification**

68.3.1. All Recreational Therapist staff must submit to Assisted Independence, LLC. proof of the following prior to employment and prior to the expiration of any document:

68.3.1.1. Application (available online)

68.3.1.2. Resume

68.3.1.3. Cardiopulmonary Resuscitation (CPR) certification
68.3.1.4. First Aid Certification
68.3.1.5. Negative Tuberculin Skin Test
68.3.1.6. Driver's License
68.3.1.7. Vehicle Registration
68.3.1.8. Automobile Insurance
68.3.1.9. Acceptance notice of the position offered with a minimum one-year commitment

68.3.2. Additionally, Recreational Therapist employees must provide an active certification from the National Council on Therapeutic Recreation Certification (NCTRC), along with:
68.3.2.1. a bachelor's degree in Therapeutic Recreation or related field and/or
68.3.2.2. eighteen (18) earned credit hours in the study of therapeutic recreation

68.3.3. Additionally, Recreational Therapist employees must meet the following criteria prior to employment:
68.3.3.1. Free of Felony Convictions
68.3.3.2. Inspector General's Exclusion from Federally Funded Healthcare Organization

68.3.4. All Recreational Therapy employees working with individuals shall meet the following requirements:
68.3.4.1.1. Be at least eighteen (18) years of age.
68.3.4.1.2. Demonstrate an interest in and empathy for individuals
68.3.4.1.3. Demonstrate the ability to communicate adequately in order to:
68.3.4.1.3.1. complete required forms and reports of visits; and follow oral or written instructions.
68.3.4.1.3.2. Demonstrate the ability to provide supports according to the individual's Person-Centered Individualized Support Plan (PCISP).
68.3.4.1.3.3. Demonstrate willingness to accept supervision.

68.3.5. Recreational Therapist employees 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:
68.3.5.1. Indiana Form I-9
68.3.5.2. Indiana Form W4
68.3.5.3. Indiana Form WH-4
68.3.5.4. Employee Authorization of Direct Deposit

68.3.6. Recreational Therapists may not work for a direct competitor, which is considered to be any Indiana home and community-based Recreational Therapy provider, while employed at Assisted Independence, LLC.

68.3.7. Recreational Therapist employees must complete the following trainings, and once annually, prior to providing supports to an individual:

68.3.7.1. 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)

68.3.7.2. 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)

68.3.7.3. 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)

68.3.7.4. Person Centered Planning

68.3.7.5. Incident Reporting

68.3.7.6. Behavior Support Plan (BSP) Training (as applicable)

68.3.7.6.1. 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

68.3.7.7. 30 minute phone call walk-through of AccelTrax online documentation software with Accel Consulting, LLC.

68.3.8. Recreational Therapists will be provided with:

68.3.8.1. Letter of Employment

68.3.8.2. Business Cards

68.3.8.3. Email Address

68.3.8.4. AccelTrax online software username and password

68.3.8.5. Bureau of Disability Services (BDS) Portal online access for cloud-storage of documentation

68.3.8.6. Assessment Copies

68.3.8.7. Assessment and activity tote

68.3.8.8. Professional headshot photograph to be uploaded to the Recreational Therapists personal LinkedIn profile, which lists the occupation with Assisted Independence, LLC.

68.4. **Job Duties**

68.4.1. All Recreational Therapist employees must abide by the Policies and Procedures of Assisted Independence, LLC.

68.4.2. All Recreational Therapist employees must adhere to the rules and regulations set forth in Indiana Administrative Code (IAC) 460-6.

68.4.3. All Recreational Therapist employees must adhere to the rules and regulations set forth by the Family and Social Services Administration (FSSA) and Bureau of Disability Services (BDS).

68.4.4. All Recreational Therapist employees must abide by the requirements set forth by the Council of Quality and Leadership (CQL), our accrediting body

68.4.5. All Recreational Therapists should refer to the Recreational Therapists' Position Manual and follow the instruction therein

68.4.6. All Recreational Therapist employees shall be eligible to provide the following supports:

- 68.4.6.1. Recreational Therapy
- 68.4.6.2. Transportation

68.4.7. All Recreational Therapist employees must assist the individual to which is being supported with one of the following:

- 68.4.7.1. Self-care
- 68.4.7.2. Self-direction
- 68.4.7.3. Expressive or receptive language
- 68.4.7.4. Ambulation or mobility
- 68.4.7.5. Activities of Daily Living (ADL's)
- 68.4.7.6. Learning
- 68.4.7.7. Independent Living
- 68.4.7.8. Economic Self-Sufficiency
- 68.4.7.9. Physical Activity
- 68.4.7.10. Community Participation

68.4.8. All Recreational Therapist employees 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):

- 68.4.8.1. SSI (MASI)
- 68.4.8.2. Aged (MA A)
- 68.4.8.3. Blind (MA B)
- 68.4.8.4. Disabled (MA D)
- 68.4.8.5. MED Works (MADW, MADI)
- 68.4.8.6. Low-income Caretakers (MAGF)
- 68.4.8.7. Foster Care (MA 15)
- 68.4.8.8. Foster Care Independence (MA14)
- 68.4.8.9. Children under Age 1 (MA Y)
- 68.4.8.10. Children Age 1-5 (MA Z)
- 68.4.8.11. Children Age 1-18 (MA 2, MA 9)

68.4.8.12. Transitional Medical Assistance (MA F)
68.4.8.13. IV-E FC Foster Care children (MA 4)
68.4.8.14. Children in the Adoption Assistance Program (MA 8)

68.4.9. Scheduling

68.4.9.1. All Recreational Therapist employees 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.

68.4.9.2. When reporting all required Work Records via AccelTrax, the time in which the direct Recreational Therapy was provided must be accurately reflected in the Work Record. In other words, you must list the exact dates and times that you provided Recreational Therapy to the individual.

68.4.9.3. Work Records may NOT overlap in time. In other words, you can NOT report the same time, or a portion of the time, for two or more individuals supported.

68.4.9.4. When providing Recreational Therapy to multiple individuals supported at the same time, the total time together must be divided evenly between the individuals supported when reporting work via AccelTrax.

68.4.9.5. Recreational Therapist employees must inform the Director of Recreational Therapy of dates when and when not available to provide Recreational Therapy.

68.4.9.6. All Recreational Therapist employees 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 Director of Recreational Therapy, all Recreational Therapist employees must submit supporting documentation (doctor's notes, Certificate of Death, etc.) for missed work.

68.4.9.7. Resignation Policy

68.4.9.7.1. Recreational Therapists who plan to discontinue employment with Assisted Independence, LLC. shall

68.4.9.7.1.1. provide the Director of Recreational Therapy written notice six-weeks prior to the last day of employment.

68.4.9.7.1.2. Inform the Director of Recreational Therapy at Assisted Independence, LLC. prior to informing any individual supported, family of individual supported, Case Manager, any Individualized Support Team (IST) member,

including Case Managers, or any coworkers. The Director of Recreational Therapy must acknowledge the resignation before any stakeholders can be informed.

68.4.9.7.1.3. Assisted Independence, LLC. despises the immoral practice of offering continued Recreational Therapy service to individuals currently receiving services from Assisted Independence, LLC. by way of another provider. In the event the Recreational Therapist is going to work for another provider competitor following employment with Assisted Independence, LLC., the Recreational Therapist agrees not to provide Recreational Therapy to the individuals at another provider.

68.4.9.7.2. Recreational Therapist are recommended to continue employment until the replacement Recreational Therapist is permitted to provide Recreational Therapy supports.

68.4.9.8. Meet and Greet: Recreational Therapists are permitted to meet the individual seeking recreational therapy supports for thirty (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.

68.4.9.9. All referrals received by a Recreational Therapist must be sent directly to the Director of Recreational Therapy upon receiving the referral. Recreational Therapists are to refrain from accepting or declining a referral without the consent of the Director of Recreational Therapy.

68.4.10. Prior to providing Recreational Therapy supports to an individual, the following is required:

68.4.10.1. Service Authorization (SA) 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 Service Authorization (SA) within the given timeframe.

68.4.10.1.1. In the event the Service Authorization (SA) is not present, the individual seeking Recreational Therapy supports must contact their Case Manager, requesting Recreational Therapy supports to be added to their Service Authorization (SA). The Recreational Therapist will need to inform the individual to contact their case manager.

68.4.10.1.2. The Recreational Therapist may NOT exceed the total Recreational Therapy units allotted within the timeframe listed on the Service Authorization (SA).

68.4.10.2. Person-Centered Individualized Support Plan (PCISP)

68.4.11. All Recreational Therapist employees will complete the following:

68.4.11.1. Assessment conducted initially and once annually.

68.4.11.1.1. Optional, but highly recommended, completion of an Individual Intake Form for each person supported in Recreational Therapy that has NOT previously received supports from Assisted Independence, LLC. The Individual Intake form is intended to help facilitate the first meeting with the individual and/or their family.

68.4.11.1.2. 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 Bureau of Disability Services (BDS) online Portal at https://cmportal.fssa.in.gov/DDRSCMS/Account/login?returnUrl=%2fDDRSCMS%2f

68.4.11.1.2.1. 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.

68.4.11.1.3. 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 Bureau of Disability Services (BDS) online Portal at https://cmportal.fssa.in.gov/DDRSCMS/Account/login?returnUrl=%2fDDRSCMS%2f

68.4.11.1.3.1. 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.

68.4.11.1.4. Rights Assessment

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

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

68.4.11.1.4.3. To be completed once every two years after the initial assessment.

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

68.4.11.1.4.5. The completed Rights Assessment must be uploaded to the Bureau of Disability Services (BDS) online Portal at https://cmportal.fssa.in.gov/DDRSCMS/Account/login?returnUrl=%2fDDRSCMS%2f

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

68.4.11.2. Planning

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

68.4.11.2.1.1. An assessment write-up, including scores

68.4.11.2.1.2. Priority needs of the individual

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

68.4.11.2.1.4. Recommended treatment modalities and activities

68.4.11.2.1.5. Two evidence-based peer reviewed journals or meta-analysis citing why the course of treatment is proven to be effective

68.4.11.2.1.6. Signature and credentials of the Recreational Therapist

68.4.11.2.2. The treatment plan must be updated once annually, including new assessment scores

68.4.11.2.3. The treatment plan must be saved as both a Microsoft Word and PDF document with the file name “First4ofLastNameFirst 3ofFirstName Tx. Plan DD/MM/YEAR” (Example: John Smith = SmitJoh Tx. Plan 01/01/2020) and be uploaded Bureau of

Disability Services (BDS) online Portal at https://cmportal.fssa.in.gov/DDRSCMS/Account/login?returnUrl=%2fDDRSCMS%2f

68.4.11.2.4. Do NOT include the Treatment Plan instructions in the final uploaded document.

68.4.11.2.5. Treatment Plans are required to be updated in addition to once annually when the individual supported is

68.4.11.2.5.1. Transferred to another Recreational Therapists, or

68.4.11.2.5.2. before the current outgoing Recreational Therapist exits (terminates) their job

68.4.11.3. Implementation

68.4.11.3.1. 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

68.4.11.3.2. 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.

68.4.11.3.3. All Recreational Therapist employees 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 1:4.

68.4.11.4. Evaluation

68.4.11.4.1. After each session conducted, the Recreational Therapists are to document the session using narrative notes online at https://assistedind.accelcon.com/AccelTrax/Login

68.4.11.4.1.1. For every 45 minutes of recreational therapy support provided, the Recreational Therapist has 15 minutes to complete necessary documentation (notetaking, assessments, treatment plans, etc.)

68.4.11.4.1.2. Medical abbreviations and terminology are not required for narrative notetaking

68.4.11.4.1.3. The individuals name may be spelled while completing documentation

68.4.11.4.2. 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.

68.4.11.4.2.1. 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.

68.4.12. Activities Not Permissible

68.4.12.1. 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).

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

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

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

68.4.13. Incident Reporting

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

68.4.13.1.1. Alleged, suspected, or actual abuse, neglect, or exploitation occurs,
68.4.13.1.2. Anytime injury occurs,
68.4.13.1.3. Anytime death occurs,
68.4.13.1.4. Anytime structural or environmental problems threaten the health and safety of an individual
68.4.13.1.5. Anytime a fire occurs at the site of service delivery
68.4.13.1.6. Anytime a person goes away without telling somebody
68.4.13.1.7. Anytime alleged, suspected, or actual criminal activity by an employee of Assisted Independence, LLC. occurs
68.4.13.1.8. Anytime a medication error occurs
68.4.13.1.9. Anytime a physical or mechanical restraint is used
68.4.13.1.10. Anytime a client has a fall
68.4.13.1.11. Any unusual incident that may affect the health, wellness, and functioning of a client

68.4.13.2. Incident Reports must include the following:
68.4.13.2.1. Employee first and last name
68.4.13.2.2. Client first and last name
68.4.13.2.3. Date in MM/DD/YEAR format
68.4.13.2.4. Time the incident began in 00:00AM format
68.4.13.2.5. Time the incident end in 00:00AM format
68.4.13.2.6. Description of the events immediately before, during, and following the event
68.4.13.2.7. All individuals involved in the event
68.4.13.2.8. Description of response to the event

68.4.13.3. Incident Reports are to be submitted to the Assisted Independence, LLC. office within twenty-four (24) hours of the incident occurring.

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

68.4.14. Recreational Therapist Review

68.4.14.1. Recreational Therapists must meet for one hour with the Director of Recreational Therapy after:
68.4.14.1.1. 30 days employment
68.4.14.1.2. 90 days employment
68.4.14.1.3. 180 days employment
68.4.14.1.4. One-year employment, including a training
68.4.14.1.5. Annually following one year of employment, including a training

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

68.4.14.2.1. Scheduling

68.4.14.2.2. Caseloads

68.4.14.2.3. Supplies / Equipment / Resources

68.4.14.2.4. Job satisfaction

68.4.14.2.5. Input for ways to improve the Recreational Therapy department

68.4.14.2.6. Complaint / Grievance filing anonymously or not anonymously

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

68.4.14.3.1. Results from the Annual Survey Individual Satisfaction

68.4.14.3.2. Results from any complaints or investigations

68.4.14.3.3. Competency, including progress toward earning Continuing Education Units (CEU's)

68.4.14.3.4. Assessment Scoring

68.4.14.3.5. Treatment Plan Writings

68.4.14.3.6. Any other pertinent documentations

68.4.14.3.7. Professional Behavior

68.4.14.3.8. Organizational Participation

68.4.14.3.9. Supporting Good Health

68.4.14.3.10. Strengths

68.4.14.3.11. Areas for Improvement

68.4.14.3.12. Safety

68.4.14.3.13. Plan for Employee Development

68.5. Transferring Individuals' Supported to between Recreational Therapists

68.5.1. Prior or during the transfer of an individual supported from one Recreational Therapist to another Recreational Therapist, the two Recreational Therapists must together review (reading word for word and discussing)

68.5.1.1. the most previous Recreational Therapy Assessment

68.5.1.2. the most previous Recreational Therapy Treatment Plan, and

68.5.1.3. the most previous Person-Centered Individualized Support Plan (PCISP)

68.5.1.4. the previous quarter's Recreational Therapy progress notes

68.5.1.5. the Behavior Support Plan (BSP), as applicable

68.6. **Ongoing Recruitment**

68.6.1. 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: 01/28/2025, Nathan Red, President)*

69. **Recreational Therapy Intern**

69.1. 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:

69.1.1. The training the intern receives is similar to what one learns in a vocational school or academic institution;

69.1.2. The training is for the benefit of the intern;

69.1.3. The intern does not displace regular employees, rather the intern works under their close supervision;

69.1.4. The employer derives no immediate advantage from the work of the intern and on occasion business operations may actually be impeded;

69.1.5. The intern is not promised a job at the end of the training; and

69.1.6. The employer and intern both understand the intern is not entitled to wages for the training period.

69.2. Prequalification

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

69.2.1.1. Application via website at www.assistedindependence.care/careers

69.2.1.2. High School Diploma or equivalent

69.2.1.3. Cardiopulmonary Resuscitation (CPR) certification

69.2.1.4. First Aid Certification

69.2.1.5. Negative Tuberculin Skin Test

69.2.1.6. Proof of Professional Liability Insurance

69.2.1.7. 18 credit hours earned in collegiate study of therapeutic recreation

69.2.1.8. Additionally, Recreational Therapy Interns must meet the following criteria prior to internship.

69.2.1.8.1. Free of Felony Convictions

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

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

69.2.2.1.1. Be at least eighteen (18) years of age.

69.2.2.1.2. Demonstrate an interest in and empathy for individuals

69.2.2.1.3. Demonstrate the ability to communicate adequately in order to:

69.2.2.1.3.1. complete required forms and reports of visits; and follow oral or written instructions.

69.2.2.1.3.2. Demonstrate the ability to provide supports according to the individual's PCISP (Person-Centered Individualized Support Plan).

69.2.2.1.3.3. Demonstrate willingness to accept supervision.

69.2.3. Recreational Therapy applicants will be selected by the Director of Recreational Therapy based on the following criteria:

69.2.3.1. Assisted Independence, LLC. Recreational Therapists' availability to have intern

69.2.3.2. Logistics

69.2.3.3. Referral(s)

69.2.3.4. Opportunity, or perceived opportunity, for permanent hire following internship

69.2.3.5. Interview(s) of applicant

69.2.4. Recreational Therapy Interns must complete the following forms after receiving an offer internship, but prior to assisting providing service to an individual:

69.2.4.1. 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.

69.2.5. Recreational Therapy Interns must complete the following trainings prior to assisting in supports to an individual:

69.2.5.1. Respecting the Dignity of an Individual

69.2.5.2. Providing a Healthy and Safe Environment

69.2.5.3. Protecting an Individual from Abuse, Neglect, and Exploitation

69.2.5.4. Person Centered Planning

69.2.5.5. Incident Reporting

69.2.5.6. Individual Specific Interventions

69.2.5.7. Health and Wellness

69.2.5.8. Selecting Specific Objectives

69.2.5.9. Communication

69.2.5.10. Diversity

69.2.5.11. Medication Administration Core A (as applicable)

69.2.5.12. Behavior Support Plan (BSP) Training (As applicable)

69.2.5.13. In-Service trainings semi-annually (not required to attend in-service trainings prior to employment, but required after the first day of employment)

69.3. Position Duties

69.3.1. All Recreational Therapy Interns must adhere to the rules and regulations set forth in Indiana Administrative Code (IAC) 460-6.

69.3.2. All Recreational Therapy Interns must adhere to the rules and regulations set forth by the Division of Disability and Rehabilitative Supports (DDRS), Bureau of Disability Services (BDS), and the Bureau of Quality Improvement Supports (BQIS).

69.3.3. All Recreational Therapy Interns must abide by the requirements set forth by the Council of Quality and Leadership (CQL) Employment and Community Standards.

69.3.4. All Recreational Therapy Interns must assist the individual to which is being provided supports with one of the following:

69.3.4.1. Self-care
69.3.4.2. Self-direction
69.3.4.3. Expressive or receptive language
69.3.4.4. Ambulation or mobility
69.3.4.5. Activities of Daily Living (ADL's)
69.3.4.6. Learning
69.3.4.7. Independent Living
69.3.4.8. Economic Self-Sufficiency
69.3.4.9. Physical Activity
69.3.4.10. Community Participation

69.4. Attendance Policy

69.4.1. Internships will be a minimum of 14 consecutive weeks, and a minimum of twenty (20) hours per week.

69.4.2. There may be no more than one scheduled week of absence for the entirety of the internship. The scheduled week of absence must be reporting by the Recreational Therapy intern to their supervisor within the first week of the internship. This does not apply to additional earned days off when accumulating hours during work weeks over forty hours that can be applied to future weeks.

69.4.3. 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:

69.4.3.1. 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 Director of Recreational Therapy can deliberate with the President on specific situations.

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

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

69.4.3.4. Cancellations: A change in plans made by an individual receiving service.

69.4.4. Internship Project

69.4.4.1. The Assisted Independence, LLC. administration will present a list of project option to the Recreational Therapy Intern during the first week of the scheduled internship.

69.4.4.2. The list of potential internship project is intended to guide the intern in a manner that best supports Assisted Independence, LLC.

69.4.4.3. The intern does NOT have to choose directly from the list of project, but rather, may present a project idea for approval or rejection.

69.4.4.3.1. Possible internship projects include, but are not limited to:

69.4.4.3.1.1. Helping to aggregate data

69.4.4.3.1.2. Complete administrative tasks

69.4.4.3.1.3. Helping to create a company newsletter

69.4.4.3.1.4. Helping to plan a fundraising event to go towards adaptive equipment

69.4.4.3.1.5. Providing Evidence Based Practices via peer-reviewed journal submissions

69.4.4.3.1.6. Marketing

69.4.4.3.1.7. Cleaning company equipment

(*Revised on: 01/28/2025, Nathan Red, President)*

70. **First Aid / Cardiopulmonary Resuscitation/ AED (CPR) Instructor**

70.1.1. 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 employees to ensure the individuals training become certified in First Aid / Cardiopulmonary Resuscitation (CPR)

70.1.2. Benefits

70.1.2.1. The following benefits are available to eligible full-time First Aid / Cardiopulmonary Resuscitation (CPR) Instructor employee:

70.1.2.1.1. Paid hourly wages.

70.1.2.1.2. Flexible work schedules

70.1.3. Prequalification

70.1.3.1. First Aid / Cardiopulmonary Resuscitation (CPR)/ AED Instructor employee must submit to Assisted Independence, LLC. proof of the following prior to employment and prior to the expiration of any document:

70.1.3.1.1. Application

70.1.3.1.2. Resume

70.1.3.1.3. High School Diploma or equivalent
70.1.3.1.4. Cardiopulmonary Resuscitation (CPR) certification
70.1.3.1.5. First Aid certification
70.1.3.1.6. Adult and Pediatric First Aid / Cardiopulmonary Resuscitation (CPR) / Automatic External Defibrillator (AED) Instructor certification

70.1.3.2. Additionally, Adult and Pediatric First Aid / Cardiopulmonary Resuscitation (CPR) Instructor must meet the following criteria prior to employment.
70.1.3.2.1. Free of Felony Convictions
70.1.3.2.2. Inspector General's Exclusion from Federally Funded Healthcare Organization

70.1.3.3. Adult and Pediatric First Aid / Cardiopulmonary Resuscitation (CPR) / AED Instructor employee must complete the following forms after receiving an offer of employment, but prior to providing service to an individual:
70.1.3.3.1. Indiana Form I-9
70.1.3.3.2. Indiana Form W4
70.1.3.3.3. Indiana Form WH-4
70.1.3.3.4. Employee Authorization of Direct Deposit
70.1.3.3.5. Hepatitis B Consent / Declination Form

70.1.4. Scheduling
70.1.4.1. First Aid / Cardiopulmonary Resuscitation (CPR) / AED Instructor employee will be responsible for scheduling times to provide classes to Direct Support Professional (DSP) employees, as well as Recreational Therapists, at least once quarterly.
70.1.4.2. First Aid / Cardiopulmonary Resuscitation (CPR) /AED Instructor are responsible to obtaining and scheduling a venue to host the classes.
70.1.4.3. First Aid / Cardiopulmonary Resuscitation (CPR) /AED Instructor employee must inform the Assisted Independence, LLC. office and administration of dates when and when not available to provide supports.
70.1.4.4. First Aid / Cardiopulmonary Resuscitation (CPR) /AED Instructor employee may not cancel a scheduled work time without permission from Assisted Independence, LLC. administration.
70.1.4.5. First Aid / Cardiopulmonary Resuscitation (CPR) AED Instructor employee must submit supporting documentation (doctor's notes, Certificate of Death, etc.) for missed work.
70.1.4.6. Schedule Continued Education to maintain certifications a minimum of once every two years.

70.1.5. Maintenance of Supplies
70.1.5.1. 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:

70.1.5.1.1. Ensuring the company's name is written permanently on the back of the CPR manikins.

70.1.5.1.2. Complete inventory of all supplies immediately before and immediately following instructional courses/classes.

70.1.5.1.3. Replacing the AA batteries with company funds

70.1.5.1.4. Cleaning the manikins

70.1.5.1.5. Ensuring the compliance with American Red Cross and American Heart Association regarding the use of the manikins for trainings.

70.1.5.1.6. 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.

(Revised on: 08/28/2025, Nathan Red, President)

71. **Clarifying Provider Expectations in Following an Individual's Designated Preferences for Cardiopulmonary Resuscitation (CPR)**

71.1. Individuals receiving home- and community-based services (HCBS) waiver services have the right to exercise self-determination and choice in their preferences for receipt of life-saving measures. This guidance document provides clarification to providers on existing requirements regarding Cardiopulmonary Resuscitation (CPR) training of staff and expectations for respecting individual choice in the receipt of life-saving measures.

71.2. Current Provider Requirements on CPR Training

71.2.1. Under 460 IAC 6-15-2(b)(2)5 and 455 IAC 2-14-1(b)(4)6, BDS-enrolled providers must maintain records verifying that their personnel working with individuals have received up-to-date training on CPR techniques and possess a current certification from a recognized CPR certification entity.

71.2.2. This regulatory requirement applies to any personnel working with or providing direct care to individuals. In practice, this means:

71.2.2.1. CPR training requirements are not limited to personnel designated by a provider as "direct care staff", "direct support professionals", or any other similarly constructed designation.

71.2.2.2. The application of this requirement is not dependent on a provider's internal employee classification or job title structure.

71.2.2.3. All personnel that work with or provide direct care to individuals must have up-to-date CPR training on file before rendering services directly to an individual

71.2.2.4. Providers should establish internal policies and procedures to ensure any and all personnel that will provide services directly to an individual have up-to-date CPR training and that this training is reflected in personnel records.

71.3. Provider Expectations in Rendering CPR

71.3.1. As required by 460 IAC 6-15-2(b)(2) and 455 IAC 2-14-1(b)(4), a provider must maintain records that verify all personnel working with or providing direct care to an individual have up-to-date training on CPR techniques and possess a valid certificate of completion from an approved entity.

71.3.2. Since all personnel working directly with an individual are required to have up-to-date CPR training, personnel have the training necessary to render CPR to an individual in an emergent situation.

71.3.3. BDS expects personnel to render CPR to any individual in need of resuscitation unless:

71.3.3.1. The individual has a valid designation indicating their preference that CPR not be rendered as a life-saving measure documented in their service plan, and

71.3.3.2. The provider has informed personnel working with that individual of the individual's designated preference that CPR not be rendered as a life-saving measure.

71.3.4. In practice, this means that providers should have policies and processes in place to ensure the provider personnel working with the individual are timely informed of an individual's designated preferences for life-saving measures.

71.4. Documenting an Individual's Designated Preference for Life-Saving Measures

71.4.1. As provided for in state law, an individual may designate their preferences for life-saving measures through one of the following methods:

71.4.1.1. An Out of Hospital Do Not Resuscitate (DNR) declaration that follows the format7 of state form SF 49559 and is completed in accordance with IC 16-36-5,

71.4.1.2. A Physician Orders for Scope of Treatment (POST) form documented on state form SF 55317 and completed in accordance with IC 16-36-6, or

71.4.1.3. An Advance Directive that includes a valid DNR or POST document.

71.4.2. A copy of the designation should be provided to all members of the individual's Individualized Support Team (IST), including but not limited to:

71.4.2.1. the individual's Home and Community Based Services (HCBS) waiver case manager;
71.4.2.2. the individual's Home and Community Based Services (HCBS) waiver service providers;
71.4.2.3. providers of nonwaiver services as desired by the individual,
71.4.2.4. health care coordination provider;
71.4.2.5. primary care provider;
71.4.2.6. medical specialists providing care or services.

71.4.3. Please refer to the Appendices for more detailed information on DNR and POST designations.

71.5. Individual Preferences Regarding Life-Saving Care

71.5.1. All individuals receiving Bureau of Disability Services (BDS) - administered Home and Community Based Services (HCBS) waiver services must be allowed to exercise their right to designate their preferences regarding life-saving measures, including their preferences for the receipt of CPR.

71.5.2. It is important to note the following:

71.5.2.1. All valid DNR and POST designations are voluntary and reflect personal choice.

71.5.2.2. Individuals have the right to cancel or amend these designations at any time, should they choose to do so.

71.5.2.3. When an individual cancels or amends a designation on life-saving measures, the individual (or their legal representative) must provide all members of the individual's Individualized Support Team (IST) with written documentation of changes to their designation so that the individual's current designated preferences can be documented in the service plan.

71.5.2.3.1. The individual may provide this written documentation in physical or electronic format and may request assistance from the case manager to distribute the current designated preferences to the other members of the Individualized Support Team (IST).

71.6. Refer to State Form 55317 (R6/ 6-23) and State Form 49559 (R / 9-11)

(*Revised on: 01/14/2026, Nathan Red, President*)

72. **Health and Safety Policy**

72.1. Assisted Independence, LLC. firmly believes and is committed to ensuring that all operations are carried out in a way that ensures the safety, health and well-being of all employees, individuals, families, and the public. Protection of employees and 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 support.

72.2. Assisted Independence, LLC.'s employees 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:

72.2.1. Use common sense in performing duties.

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

72.2.3. Report unsafe conditions to a supervisor.

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

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

72.2.6. Smoking is not permitted while on company business.

72.3. Assisted Independence, LLC. will utilize a Safety Assessment in an individual's supported Intake form. This assessment is to be used to identify any areas of concern that may require extra cautionary efforts and ensuring that general safety is accomplished.

(Revised on: 01/09/2024, Nathan Red, President)

73. **Health and Safety: Use of a Personal Vehicle**

73.1. Vehicle operations are an integral part of our business. Assisted Independence, LLC. recognizes that an employee's vehicle is personal property. Assisted Independence, LLC. also needs to ensure safety and consistency during transportation. All employees 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:

73.1.1. Be physically and mentally able to do the jobs, and

73.1.2. Not use intoxicants, drugs, or medications that could impair judgement or ability to drive.

73.2. The following rules shall apply to all vehicle operations. Violations of this policy may result in

73.2.1. revocation or restriction of employee authorization to drive a private vehicle on company business,

73.2.2. reassignment,

73.2.3. demotion,

73.2.4. suspension

73.2.5. or dismissal.

73.3. Approval for transport of individual(s) in a personal vehicle is as follows.

73.3.1. Prerequisites for Personal Vehicle Use are as follows:

73.3.1.1. Employees must have a current and valid driver's license and a satisfactory driving record.

73.3.1.2. The use of vehicle and mileage is authorized by the agency.

73.3.1.3. The vehicle is owned by the employee. Vehicles not owned by the employee require agency authorization prior to usage.

73.3.1.4. The vehicle is in good working order and meets legal requirements.

73.3.1.5. The vehicle passes inspection completed by the supervisor using the Vehicle Safety Checklist Form.

73.3.1.6. The vehicle meets safety requirements for individual transport.

73.3.1.7. The vehicle is properly insured.

73.4. 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 thirty-five ($0.35) 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.

73.5. Prior to Departure with Individuals:

73.5.1. 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.

73.5.2. Ensure the vehicle is equipped with an emergency first aid kid, the individual's emergency information, and cell phone.

73.5.3. Ensure insurance information is kept inside the vehicle and driver's license on hand.

73.6. In the event of an emergency mechanical breakdown while an employee is transporting individual(s) supported in a personal vehicle, the employee is to:

73.6.1. Contact the individual's family/guardians in attempt to arrange alternate transportation (i.e. agency vehicle); and

73.6.2. Inform the direct supervisor of the situation.

73.7. Should an Assisted Independence, LLC. employee 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, inform the direct supervisor so that alternative measures can be taken, such as borrowing/renting alternative vehicles or utilizing taxi services.

73.8. If an employee is found to be operating a vehicle that violates any of the required safety measures detailed in the Vehicle Safety Checklist Form, disciplinary measures may be taken, such as;

73.8.1. A verbal warning and documentation of the violation in the employee's file.

73.8.2. If a second violation occurs, or the first violation is not properly addressed, the employee will be required to meet with the direct supervisor 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 direct supervisor 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 employee within five (5) business days.

73.8.3. Termination may occur if the employee in question refuses to complete proper maintenance on any vehicle used for company business, at the discretion of the President of Assisted Independence, LLC.

(Revised on: 01/09/2024, Nathan Red, President)

74. **Personal Protective Equipment (PPE)**

74.1. 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:

74.1.1.1. Wash hands immediately or as soon as possible after removing gloves and additional Personal Protective Equipment (PPE).

74.1.1.2. Remove Personal Protective Equipment (PPE) after it becomes contaminated and before leaving the work area.

74.1.1.3. 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.

74.1.1.4. Never wash or decontaminate disposable gloves for reuse.

74.1.1.5. 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.

74.1.1.6. 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.

74.2. Any employees in need of Personal Protective Equipment (PPE), such as gloves, gowns, or masks, can notify the direct supervisor and will be provided any necessary supplies.

74.3. 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.

74.4. These emergency kits will contain the following;

74.4.1. Two (2) Johnson & Johnson Hand Cleansing Wipes

74.4.2. Four (4) Johnson & Johnson Gauze Pads

74.4.3. Two (2) Band-Aid Brand Flexible Fabric Adhesive Bandages (3/4 in)

74.4.4. Four (4) Band-Aid Brand Flexible Fabric Adhesive Bandages (5/8 in)

74.4.5. All contained in one (1) durable plastic case

74.5. 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 direct supervisor to replace missing items immediately.

(Revised on: 01/09/2024, Nathan Red, President)

75. **Employee Training on Personal Protective Equipment**

75.1. All employees who have occupational exposure to bloodborne pathogens receive training prior to providing supports and annually thereafter.

75.2. 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:

75.2.1. A copy and explanation of the standards

75.2.2. An explanation of our Exposure Control Plan (ECP) and how to obtain a copy

75.2.3. 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

75.2.4. An explanation of the use and limitations of engineering controls, work practices, and Personal Protective Equipment (PPE)

75.2.5. An explanation of the types, uses, location, removal, handling, decontamination, and disposal of Personal Protective Equipment (PPE)

75.2.6. An explanation of the basis for PPE selection

75.2.7. 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

75.2.8. Information on the appropriate actions to take and persons to contact in an emergency involving blood or other potentially infectious materials (OPIM)

75.2.9. 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

75.2.10. Information on the post-exposure evaluation and follow-up that the employer is required to provide for the employee following an exposure incident

75.2.11. An explanation of the signs and labels and/or color coding required by the standard and used while at work

75.2.12. An opportunity for interactive questions and answers with the person conducting the training session

76. **Universal Precautions, Personal Protective Equipment (PPE), and Hand Hygiene**

76.1. Employees will follow, be trained, understand and demonstrate Universal Precautions, Personal Protective Equipment, and Proper Hand Hygiene.

76.2. Employees will be trained upon hire, annually and periodically in-home visit observation of the above.

77. **Laundry**

77.1. Assistance with an individual's laundry will be provided if necessary. All other laundry is the responsibility of the individual supported.

77.2. Handle contaminated laundry as little as possible.

77.3. Place wet contaminated laundry in leak-proof, labeled or color-coded containers before transport. Use red bags or bags marked with a biohazard symbol for contaminated laundry.

(Latest Revision: 01/09/2024, Nathan Red, President)

78. **Exposure Control Plan (ECP)**

78.1. Assisted Independence, LLC. is committed to providing a safe and healthy work environment for all employees and all individuals. The following exposure control plan (ECP) is provided to eliminate or minimize occupational exposure to bloodborne pathogens.

78.2. All employees are at risk for occupational exposure to blood or other potentially infectious materials (OPIM).

78.3. Implementation of various methods of exposure control include:

78.3.1.1. Universal precautions

78.3.1.2. Engineering and work practice controls

78.3.1.3. Personal protective equipment

78.3.1.4. Housekeeping

78.3.1.5. Hepatitis B vaccination

78.3.1.6. Post-exposure evaluation and follow-up

78.3.1.7. Communication of hazards to employees and training

78.3.1.8. Recordkeeping

78.3.1.9. Procedures for evaluating circumstances surrounding an exposure incident

78.4. 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.

78.5. 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).

78.6. 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.

78.7. President will be responsible for ensuring that all medical actions required are performed and that appropriate employee health.

78.8. Employee training, documentation of training, and the written Exposure Control Plan (ECP) will be made available to employees.

78.9. 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.

78.9.1. President

78.9.2. Direct Support Professionals (DSP)

78.9.3. Director of Direct Supports

78.9.4. Manager of Direct Supports

78.9.5. Director of Recreational Therapy

78.9.6. Recreational Therapists

78.9.7. Nurse

78.9.8. Administrative Support Specialist

79. **Methods of Implementation and Control**

79.1. 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.

79.2. 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:

79.2.1. 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.

79.3. All employees using Personal Protective Equipment (PPE) must observe the following precautions:

79.3.1.1. 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.

79.3.1.2. 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.

79.3.1.3. Bins and pails (e.g., wash or emesis basins) are cleaned and decontaminated as soon as possible after visible contamination.

79.3.1.4. Broken glassware which may be contaminated is picked up using mechanical means, such as a brush and dustpan.

80. **Post-Exposure Evaluation and Follow-Up**

80.1. 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.

80.2. Following the initial first aid (clean the wound, flush eyes or other mucous membrane, etc.), the following activities will be performed:

80.2.1. Document the routes of exposure and how the exposure occurred.

80.2.2. Identify and document the source individual unless the employer can establish that identification is infeasible or prohibited by state or local law.

80.2.3. 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.

80.2.4. If the source individual is already known to be HIV, HCV and/or HBV positive, new testing need not be performed.

80.2.5. 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).

80.2.6. After obtaining consent, collect exposed employee's blood as soon as feasible after exposure incident, and test blood for HBV and HIV serological status.

80.2.7. 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.

81. **Administration of Post-Exposure Evaluation and Follow-Up**

81.1. The President ensures 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.

81.2. The President ensures that the health care professional evaluating an employee after an exposure incident receives the following:

81.2.1. A description of the employee's job duties relevant to the exposure incident
81.2.2. Route(s) of exposure
81.2.3. Circumstances of exposure
81.2.4. If possible, results of the source individual's blood test
81.2.5. 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.

82. **Procedures for Evaluating the Circumstances surrounding an Exposure Incident**
82.1. The President will review the circumstances of all exposure incidents to determine:
82.1.1. Engineering controls in use at the time
82.1.2. Work practices followed
82.1.3. A description of the device being used including type and brand
82.1.4. Protective equipment or clothing that was used at the time of the exposure incident
82.1.5. Location of the incident
82.1.6. Procedure being performed when the incident occurred
82.1.7. Employee's training will record all percutaneous injuries from contaminated sharps in the Sharps Injury Log

83. **Occupational Safety and Health Association (OSHA) Record Keeping**
83.1. 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).
83.2. This determination and the recording activities are done by the President. 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:
83.2.1. the date of the injury
83.2.2. the type and brand of the device involved
83.2.3. the department or work area where the incident occurred
83.2.4. an explanation of how the incident occurred.
83.3. 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.

84. **Record Keeping of Employee Training on Personal Protective Equipment, Hand Hygiene, Bloodborne Pathogens, Hepatitis B, and Medication Administration**
84.1. Training records are completed for each employee upon completion of training. These documents will be kept in the employee file.

84.2. The training records include:

84.2.1. The dates of the training sessions

84.2.2. The contents or a summary of the training sessions

84.2.3. The names and qualifications of persons conducting the training

84.2.4. 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.

84.3. 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, LLC. 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.

85. **Provider Emergency Plans**

85.1. Bureau of Disability Services (BDS) ICF/IDD and home and community-based waiver services providers who are approved for Supervised Group Living, Residential Habilitation-Hourly, Residential Habilitation-Daily, Structured Family Caregiving, and Participant Assistance and Care must have policies and procedures to address emergency situations. Scope: Bureau of Disability Services (BDS) Staff, Bureau of Disability Services (BDS) Providers

85.2. The provider’s emergency policies and procedures shall include, but is not limited to, the following:

85.2.1. All relevant types of emergencies impacting service delivery and business operations. At a minimum it must include natural disasters, public health emergency, and critical staff shortages.

85.2.2. Operational tiers defined for each type of emergency and are reflective of the severity of the emergency. At a minimum, tiers must be defined for natural disasters, public health emergency, and critical staff shortages, and include, but are not limited to, the following:

85.2.2.1. Characteristics for each tier;

85.2.2.2. Response criteria for each tier;

85.2.2.3. Short-term plans;

85.2.2.4. Long-term plans ;

85.2.2.5. Plan for staff shortages for each type of emergency;

85.2.2.6. Critical functions ;

85.2.2.7. Non-critical functions ; and

85.2.2.8. Acknowledgement of the potential use and implementation of state-approved flexibilities as the need arises.

85.2.3. Roles and responsibilities of all employees are defined including, but not limited to:

85.2.3.1. Levels of responsibility and required decisions; FSSA Policies– Provider Emergency Plans Page 2 2022-08-R-001
85.2.3.2. Position/Title responsible for making decisions;
85.2.3.3. Decision Points
85.2.3.3.1. What decisions are to be made; and
85.2.3.3.2. When decisions are to be made.
85.2.4. A comprehensive communication plan which includes, but is not limited to:
85.2.4.1. A communication plan for employees that includes distribution methods and timelines.
85.2.4.2. A communication plan for individuals/guardians that includes:
85.2.4.2.1. Distribution method;
85.2.4.2.2. Timelines; and
85.2.4.2.3. Specific information related to Bureau of Disability Services (BDS) approved service delivery changes.
85.2.4.3. A communication plan for an individual's support team that includes:
85.2.4.3.1. Distribution method;
85.2.4.3.2. Timelines; and
85.2.4.3.3. Specific information related to Bureau of Disability Services (BDS) approved service delivery changes.
85.3. Acknowledgement of each individual's emergency plan and assurance that agency decisions do not infringe on the individual's rights or choice.
85.4. How staffing capacity is monitored including when staffing levels are at a critical situation.
85.5. Process for review and update at least annually.
85.6. Employee training curriculum on the emergency plan.
85.7. Requirement for employees to be trained on the emergency plan upon hire and at least annually.
85.8. Procedure for acquiring Bureau of Disability Services (BDS) approval of changes to service delivery prior to implementation by the provider. (Requests must be submitted to BDDS.Help@fssa.in.gov)
85.9. Definitions:
85.9.1. "BDS" means Bureau of Disability Services (BDS) as created under IC 12-11- 1.1-1.
85.9.2. "Critical functions" means business operations that if interrupted could result in a negative impact on the individual being served or the organization.
85.9.3. "DDRS" means the Division of Disability and Rehabilitative Services as established by IC 12- 9-1-1.
85.9.4. "Long-term" is an event or situation that does not have a known or anticipated end date.

85.9.5. “Non-critical functions” means business operations that if temporarily interrupted would not result in a negative impact on the individual being served or the organization.

85.9.6. "Provider" has the meaning set forth in 460 IAC 6-3-42 and 460 IAC 9-1-16.

85.9.7. “Short-term” is an event or situation that has a known or anticipated end date. FSSA Policies– Provider Emergency Plans Page 3 2022-08-R-001

85.10. References: IC 12-9-1-1 IC 12-9-2-3 460 IAC 6-3-42 460 IAC 6-29-5 460 IAC 6-29-7 405 IAC 9-1-15

(Latest 9/17/2024 Reagan Carr, Recruiter and HR Manager)

MEDICATION ADMINISTRATION

86. **Medication Administration**

86.1. The purpose of the medication administration policy is to establish guidelines to ensure and promote safe medication administration and treatment to those individuals receiving Direct Supports from Assisted Independence, LLC. in order to enable individuals to live active and healthy lives at home and in the community.

86.1.1. The individual/guardian are responsible for medication(s) purchase, pick-up, delivery, and/or refill services, which is not the responsibility of Assisted Independence, LLC.

86.2. 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).

86.3. Individuals receiving supports should participate in medication and treatment decisions as supported in their Person-Centered Individualized Support Plan (PCISP).

86.4. The following Medication Policies and Procedures are to provide direct care employees, who administer medication(s) or aid individuals supported with medication-related supports, safe guidelines to ensure accurate supports.

86.5. All medications and treatments will be administered according to the policies and procedures and with Assisted Independence, LLC. medication administration training curriculum.

86.5.1. Find the complete Core A medication administration instructions here: https://www.assistedindependence.care/wp-content/uploads/2024/01/Medication-Administration-Indiana-Direct-Support-Professional-Training-Core-A.pdf

86.5.2. Find the complete Core A medication administration instructions here: https://www.assistedindependence.care/wp-content/uploads/2024/01/Medication-Administration-Indiana-Direct-Support-Professional-Training-Core-B.pdf

86.6. Employees who will be participating in care of the individual receiving medication-related supports through 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.

86.7. Core A and Core B Indiana Direct Support Professional Training curriculum on medication administration class will be offered by Assisted Independence, LLC. by a licensed nurse certified by the Bureau of Disabilities Services (BDS) as in Indiana Administrative Code 460 IAC 6. This class will assist in educating employees on how to administer medications and observe individuals self-administering medications in a residential setting per Person-Centered Individualized Support Plan (PCISP).

86.8. Core A and Core B Indiana Direct Support Professional Training 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.

86.9. Core A test score of 85% or above is required for passing. Only after passing Core A will the employee be allowed to take the test for Core B.

86.10. Core B must also be passed with a test score of 85% or higher. An employee may take the test two times. If the employee fails the test a second time, the course must be repeated.

86.11. 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 employee will receive a certificate of completion. A copy of the certificate of competition will be kept in the employee's personal file.

86.12. 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.

86.13. Upon completion of the Medication Administration training course, and prior to the administration of medication, Direct Support Professional (DSP) employees will be required to demonstrate accurate medication administration.

86.14. Only employees that have completed the Core A and Core B Indiana Direct Support Professional Training curriculum on medication administration class and successfully completed the above requirements will receive a certificate of completion and will be authorized to participate in medication administration to individuals supported.

86.15. Employees are required to follow reasonable care by doing only that which the employee has been trained to do and acting as others would act in the

same or similar situation. Both employees and individuals are protected by the standard of Reasonable Care.

86.16. Negligence is the omission or neglect of any reasonable precaution, care, or action.

86.17. Malpractice is any improper or injurious practice, or any unskillful or faulty medical treatment. The employee is obligated to perform care that meets minimum standards.

86.18. Assisted Independence, LLC. employees will follow the following:

86.18.1. Do only what you have been trained to do.

86.18.2. Observe the legal rights of every individual.

86.18.3. Complete all records carefully.

86.18.4. Be informed about the medications including their actions and adverse effects.

86.18.5. Follow the policies and procedures.

86.19. 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.

86.20. Assisted Independence, LLC. employees are not permitted to administer PRN (as needed) psychotropic medications.

86.21. 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 through the Food and Drug Administration (FDA) for medical treatment.

86.22. A medication box or pill organizer is a special container for storing scheduled doses of one’s medications. Assisted Independence, LLC. does not authorize employees to set up or give medications from an unlabeled or self-labeled container.

86.23. Standing orders are used for over-the-counter medications. Currently no standing orders are recognized with Assisted Independence, LLC.

86.24. The expiration date of any medication to be administered should always be checked before administration of medication.

86.24.1. If the medication is expired or discolored, do not give the medication and contact the Director of Direct Supports right away.

86.24.2. 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.

86.25. Documentation is very important and should be legible for accurate safe delivery of care.

86.25.1. Use blue or black ink on all documents requiring documentation.

86.25.2. 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.

86.26. All omissions and refusal of medications should be reported as soon as it is discovered to the Director of Direct Supports.

86.27. 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.

86.28. Refusal of medications is the right of the individual supported. The reason for refusal needs to be obtained and documented in writing. The Director of Direct Supports is to be notified as soon as possible. The Director of Direct Supports will contact appropriate parties.

86.29. Documentation: chart missed medications on the Medication Administration Record (MAR) by placing your initials in the same sign-off box in coordination with the date and time for which the medication was supposed to be taken. Then, draw a circle around the initialed entry. Then, document online in AccelTrax Progress Notes the date, time, and reason the medication was omitted, and that the Director of Direct Supports was notified.

86.30. Individuals administering self-medication will receive support as outlined in their Person-Centered Individualized Support Plan (PCISP).

86.31. Direct Support Professional (DSP) employees will be trained by the Director of Direct Supports on the individual's Medication Risk Plan and how to assist the individual receiving supports while independently self-administer medications.

86.32. 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:

86.32.1. Place the unused or contaminated medication in a sealable plastic bag. Then, seal the bag by placing duct tape, folding the duct tape 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, please request signed initials on the sealed plastic bag. Write "Contaminated Medication" on the bag to alert others not to give the contaminated medication. Return the contaminated or unused medication after the above is complete to the lock medication storage area at the individual's residence.

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

86.32.3. The Director of Direct Supports will be notified in the event a medication is contaminated. 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.

(Latest Revision: 01/09/2024, Nathan Red, President)

87. **Controlled Substances**

87.1. If an individual is prescribed medication(s) that are classified as a controlled substance, the controlled substance medication will be kept in a double locked storage cabinet within the home.

87.2. In a non-family supported living environment, with the consent of the individual(s) supported, controlled substances will be counted a total three (3) consecutive times upon arrival to home in the presence of the individual supported and Direct Support Professional (DSP) employee. The medication name and number or amount of medication is to be recorded. Following, both parties are to co-sign witnessing the count on the controlled substance count sheet.

87.3. In a non-family supported living environment, 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.

87.4. If a controlled substance medication becomes contaminated, dropped, or refused, the Director of Direct Supports 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 locked storage box inside the locked cabinet. Document online in AccelTrax. An Incident Report (IR) must be completed by the Direct Support Professional (DSP) by the end of the shift.

87.5. The Director of Direct Supports will deposit the contaminated controlled medication with the Direct Support Professional (DSP) employee as a witness into a medication disposal container/site offered by an organization in the community. Common sites for safe medication disposal include local pharmacies and law enforcement sites.

(Latest Revision: 01/09/2024, Nathan Red, President)

88. **Substance Abuse (Suspected)**

88.1. 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: 01/09/2024, Nathan Red, President)

89. **Medication Side Effects/Reporting Adverse Reactions**

89.1. 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.

89.2. 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.

89.2.1. Employees will document any noted side effects online in AccelTrax. If no side effect is observed, then employees will document online in AccelTrax.

89.3. 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: 01/09/2024, Nathan Red, President)