Provider Name:

Disclaimer:  The Division of Healthcare Financing has provided the following policies as an example.  Providers may use this example as a starting point to develop policies that are specific to their circumstances.  Providers are obligated to follow the policies that they adopt.

***Provider, and if applicable provider staff, shall follow the policies and procedures that are preceded by a provider initial. Provider shall present a copy to each participant and legally authorized representative at the beginning of services, and each time a policy or procedure changes. Policies and procedures shall be reviewed annually, available upon request, and a copy shall be submitted during the provider certification renewal process.***

# GENERAL POLICIES

## \_\_\_\_\_\_ BACKUP PROCEDURES FOR PROVIDERS WHO DO NOT HAVE EMPLOYEES:

In the event Provider becomes ill, has a personal emergency, or is unable to provide services, the following backup coverage shall be implemented: .

Participants shall be notified of this procedure prior to the provision of services.

## \_\_\_\_\_\_ COMPLAINTS & GRIEVANCES:

If a participant has a complaint about services, Provider shall work with the participant, legally authorized representative, and case manager to address the complaint informally. In the event that the complaint is not resolved through an informal process, the participant or legally authorized representative may file a formal grievance. Grievances may be submitted to Provider using the contact information below. Provider shall respond to a formal grievance within seven (7) calendar days. If the issue is still not resolved, a team meeting shall be called to strategize potential solutions.

Provider email address:

Provider mailing address:

Provider phone number:

## \_\_\_\_\_\_ CONFIDENTIALITY:

Provider shall develop a process relating to retention, safe storage, and safe destruction of the participant’s records to ensure retention of necessary information and to protect confidentiality of records.

## \_\_\_\_\_ CONFLICT OF INTEREST:

Provider shall identify, in writing, potential conflicts of interest, and shall share this information with participants before services are provided.

## \_\_\_\_\_ EMPLOYMENT FIRST:

Provider acknowledges the importance of employment in people’s lives. A participant who has secured employment shall be offered revisions to his/her current service schedule in order to assist him/her in maintaining employment. Provider offers the following additional services to support employment first efforts: *.*

## \_\_\_\_\_ FOOD:

Participants shall choose what, with whom, and where they shall eat. Participants may invite family or friends to share meals, and may choose to eat at a different time and place than others who are in the group. If a participant has a food allergy, Provider shall follow an individual protocol to maintain safety while ensuring as much choice as possible.

## \_\_\_\_\_\_ OUTINGS DURING WAIVER SERVICES:

Participants shall pay for the following activities and shall be notified of these fees prior to the delivery of services: . Participants shall not be required to pay for provider family members or others to attend events. Participants shall not be required to pay for a Provider’s salary while attending an event

## \_\_\_\_\_ PARTICIPANT RIGHTS AND FREEDOMS:

All participants have a right to dignity and respect, to be free from coercion, and to receive services in settings that are physically accessible to them. Providers shall not request or require participants to waive or limit their rights as a condition of receiving service. Participants have the right to refuse services. Providers shall support participants in exercising their rights and shall not take action against any participant who exercises their rights. Providers shall be informed of and uphold the following participant rights:

* The right to privacy;
* The right to freedom from restraint;
* The right to privacy in their sleeping or living quarters;
* The right to sleeping and living quarters that have entrance doors that can be locked by the individual, with only appropriate staff having keys to doors;
* The right to choose with whom and where they live;
* Freedom to furnish and decorate their sleeping or living quarters within the lease or other agreement;
* The freedom and support to control their own schedules and activities;
* The freedom and support to have access to food at any time;
* The freedom to have visitors of their choosing at any time, and associate with people of their choosing;
* The freedom to communicate with people of their choosing;
* The freedom to keep and use their personal possessions and property;
* The freedom to control over how they spend their personal resources;
* The right to access the community;
* The right to make and receive telephone calls; and
* The right to refuse services and not be disciplined or charged with a monetary fee for doing so.

## \_\_\_\_\_ PARTICIPANT CHOICE AND COMMUNITY INTEGRATION:

Provider shall discuss individual preferences in activities and goals with the participant. These preferences shall be used to help brainstorm potential community events and activities in which the participant may wish to participate. Provider shall talk to participants about schedules at least weekly. Participants shall be encouraged to pursue interests, and individualization and choice shall be demonstrated through weekly schedules. Provider shall ensure that participants drive all choice about community events and activities. If a participant chooses to attend a particular event, Provider shall assist participant in determining a budget and arranging transportation. Provider shall research local events and offer options from which the participants may choose. Provider shall offer support when a participant struggles in a community setting.

## PARTICIPANT FUNDS

## \_\_\_\_\_ NO PARTICIPANT FUNDS:

Provider shall not manage participant funds.

**OR**

## \_\_\_\_\_ PARTICIPANT FUNDS:

Provider shall manage participant funds. Provider shall have a policy that meets all requirements outlined in Chapter 45, Section 24 of the Department of Health’s Medicaid Rules.

## NOTICE OF PARTICIPANT COSTS:

**\_\_\_\_\_** Provider shall notify participants and legally authorized representatives, in writing, of any service or items costs, and the terms of payment.

**\_\_\_\_\_** Participants shall not be charged for service or items that are covered through other funding sources. This includes, but is not limited to, items necessary to provide, and transportation related to habilitation services.

**\_\_\_\_\_** Provider shall ensure that participants are compensated when staff, guests, or other participants who do not reside in the location eat food purchased by participants.

**\_\_\_\_\_** Provider shall ensure participants are compensated for personal items that are damaged if the damage was not the fault of the participant.

**\_\_\_\_\_** Provider shall not charge participants for changes to Provider’s staffing, facilities, or services.

## \_\_\_\_\_ PARTICIPANT PRIVACY:

Provider shall ensure the highest degree of privacy available while still ensuring the support and assistance necessary to promote safety. Even if there is a restriction to a participant’s right to privacy, Provider shall knock before entering a bathroom or bedroom, unless an emergency situation arises.

## \_\_\_\_\_ PETS:

Pets shall be kept in accordance with local ordinances, and current vaccination records shall be available for review. If a participant does not wish to be exposed to pets, alternate arrangements for pets shall be made that shall not interfere with the delivery of services.

## \_\_\_\_\_ PROVIDER REQUIREMENTS:

Provider shall meet all necessary documentation and setting requirements, including self-inspections and external inspections. Provider understands that an external inspection is required before providing services at a new location.

## \_\_\_\_\_\_ PROVIDERS WHO SUBCONTRACT:

Provider shall assure that subcontractors meet all applicable requirements and standards outlined in Chapter 45 of the Department of Health’s Medicaid Rules.

## \_\_\_\_\_ PROVIDER QUALIFICATIONS:

Provider shall meet all qualifications, including required training and hands on CPR and 1st Aid certification, prior to the provision of services. Provider shall not allow necessary certifications to lapse while providing services to participants.

## RESTRAINTS

*Declared on Page One of the Provider Application*

## \_\_\_\_\_ RESTRAINT FREE:

Provider chooses not to serve participants who have restraints listed in their individualized plan of care (IPC). If an emergency situation arises and the health or safety of the participant or others are at risk, Provider shall call 911 for assistance. After assuring that all involved parties are safe, Provider shall contact the parent, legally authorized representative, and the case manager to notify them of the circumstances that resulted in the emergency situation. An incident report shall be filed as indicated in the Provider Incident Reporting Policy and Procedure. Provider will assure that the plan of care team meets to review the positive behavior support plan.

**OR**

## \_\_\_\_\_ RESTRAINTS:

Provider chooses to serve participants with restraints listed in their IPC. Provider shall maintain current certification in the following nationally recognized restraint curriculum . Provider shall adhere to all requirements outlined in Chapter 45, Section 18 of the Department of Health’s Medicaid Rules.

## \_\_\_\_\_ RIGHTS RESTRICTIONS:

Provider shall not implement any restriction to a participant’s rights unless it is specifically listed in the participant’s IPC. If a participant has a rights restriction indicated in their IPC, the eight points to restrict a right shall be included. Provider shall collaborate with the case manager and other providers to collect data, attempt alternative strategies, and work toward reinstating the right over time.

## \_\_\_\_\_ SMOKING:

If occupants of, or visitors to, the setting smoke, Provider shall assure the protection and health of participants by: .

## \_\_\_\_\_ SUPERVISION:

Provider shall meet the supervision needs of the participant as outlined in the IPC and service definition.

## \_\_\_\_\_ TRANSPORTATION:

Transportation related to services shall be arranged by Provider. Medicaid is not responsible for any injuries or damages incurred during participant transportation. Participants may request transportation by verbally communicating with the Provider at least one (1) hour before the transportation is needed. If a transportation request cannot be met, the participant shall be informed so they can arrange other transportation. No additional fees shall be charged for transportation needs during service delivery.

## \_\_\_\_\_ VISITORS:

Visitors are welcome during the provision of services. Participants shall have access to a private area to meet with visitors if requested. If a participant is struggling with a visitor, they may ask Provider for assistance. Visitors who present a health or safety risk to participants shall not be allowed on property which is controlled by Provider.

## \_\_\_\_\_ WEAPONS & AMMUNITION:

Weapons that are in Provider’s possession shall be stored in a locked cabinet or in an inaccessible location. Ammunition shall be stored in a separate location from weapons.

# COMMUNITY LIVING SERVICES POLICIES

\_\_\_\_\_\_ Provider has chosen to offer Community Living Services (CLS). Independent CLS providers must be able to demonstrate that they can provide the 24-hour support as outlined in the CLS service definition. 24-hour support will be provided using the following methods: .

# COMMUNITY LIVING SERVICES RESIDENTIAL POLICIES

**\_\_\_\_\_\_** Provider does not offer Community Living Services in a provider owned or controlled location.

**OR**

## \_\_\_\_\_ LOCKS:

Participants shall have a key to exterior and their individual bedroom locks. Provider shall ensure that only appropriate staff have access to bedrooms and shall always knock before entering.

**AND**

## \_\_\_\_\_ CUSTOMIZATION:

Participants may collaborate with housemates to customize shared living spaces. A participant may customize their bedroom using the following guidelines: .

**AND**

## \_\_\_\_\_ CHOICE OF HOUSEMATES:

Participants shall have input on the people with whom they live. If an issue arises between housemates, Provider shall meet with participants to brainstorm solutions. If a participant wishes to change housemates, Provider shall assist them in making alternate arrangements.

**AND**

## \_\_\_\_\_ PARTICIPANT LEASE AGREEMENT:

Providers shall ensure that participants have a lease or residency agreement for the location in which they are agreeing to reside that is signed by the participant or legally authorized representative and the provider. This lease or agreement must follow all requirements found in Chapter 45 and be available for review by state staff upon request.

# ACKNOWLEDGMENT

## \_\_\_\_\_\_ ACKNOWLEDGMENT:

I understand that I am required to update and submit these policies and procedures to my area Provider Support Specialist during certification renewal. I shall also provide a copy of these policies and procedures to each participant and legally authorized representative for whom I provide services.

***I verify that I have read, understand, and shall adhere to the above policies and procedures.***

Agency Name (if applicable):

Printed name/Title:

Signature:

Date: