



Vigo County

**CONSUMER
HANDBOOK
2018**

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If you experience difficulties reading this printed material or have any questions regarding the information presented in this handbook, please contact us and we will be happy to assist you. Larger print copies are also available.

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Introduction

This handbook was written for individuals being served by The Arc of Vigo County (The Arc). It contains information important to all individuals participating in services provided by The Arc. This handbook is updated annually and will be delivered (e.g., communicated) to you in your usual mode of communication on an annual basis.

If you have any questions regarding the information contained in the handbook, please contact the Executive Director or Programs Coordinator at 812-232-4112 or 1-800-786-4112.

Arc Emergency Cell Phones: **812-230-1609** / **812-243-7556**

VR Counselor: _____ Phone _____

Case Manager: _____ Phone _____

Other: _____ Phone _____

Arc Mission Statement

Our Mission

The Arc of Vigo County is a non-facility, family centered organization providing individualized community services to assist persons with disabilities in choosing where they live, work, and play. People know that we are in existence for our consumers and that we are willing to work with families, other agencies and the community at large to complete our mission.

Our Philosophy

Our role as staff is to provide instruction and support – consistent with state-of-the-art methods – to ensure that the person served achieves his/her goals. Each individual served has a program plan, developed by the person served with input from family, funding sources, and The Arc of Vigo County staff, which identifies the goals that the individual is committed to achieving. Management’s role is to provide clear expectations of performance, to listen and provide support, to lead and teach, to remove obstacles which hamper achieving results, to provide staff development and training and to maintain the focus of the group on achieving results.

Our Customers

Our customers are the person(s) with disabilities who have hired us to help them achieve certain goals. Our “partners” in this process are family members, funding sources, the businesses that hire the people we serve and the community in which we are located.

We will treat our customers and partners with **courtesy, respect, and dignity**. We will respond to requests in the time frame agreed to; if we make a mistake, we will apologize. We will be polite at all times even if the customer or partner is not. We will **listen** and respond accordingly when there is a problem. We will solicit feedback from our customers, partners and the community at large.

Our Integrity

We will conduct ourselves at the highest degree of integrity at all times. We will be honest, direct and ethical in all our business dealings.

Operating Hours

Business hours are 8:00 a.m. - 4:30 p.m. Monday through Friday.

The office is closed for the following holidays:

- New Year's Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Friday (After Thanksgiving)
- Christmas Day

Supported employment participants should follow your employer's work and holiday schedule. Employment Consultants are available evenings, weekends, and holidays.

Services Provided by The Arc of Vigo County

- Residential-Based Habilitation Services
- Respite Services
- Personal, Social, and Community Support Services
- Community Work Services (Supported Employment Services)

Individual Input

The Arc of Vigo County encourages decision making input from you and all others receiving services. Your input into your Individual Program Plan is important. Other ways for you to provide input are:

- Participant Meetings
- Public Board Meetings (See schedule at back of handbook)
- Suggestion Box
- Individual Advocacy
- Professional Advocacy
- Satisfaction Surveys

Individual Case Records

You have a case record with personal information, your Individual Program Plan, assessments, and other pertinent information on file. You are responsible for updating any personal information, (e.g., change in address, phone number, medications, etc.). The information in your case record is confidential and will not be released to anyone without your permission. Your permission is given by signing a 'release of information' form. You have the right to review your case record as long as you give your job coach or program manager prior notice.

Formal Policies

Formal policies adopted by the board of directors that guide your services are contained throughout the rest of this handbook. Your Service Coordinator and/or Employment Specialist, will explain these in detail at your orientation meeting.

Equal Opportunity for Services/Programs Policy

It is the policy of The Arc of Vigo County to comply with all civil rights requirements as mandated by Federal and State Regulations. The Arc shall ensure that no person(s) shall be excluded or denied services, or be otherwise subjected to discrimination, on the basis of race, color, gender, age, national origin, political belief, ancestry, disability, sexual orientation, marital status, or religion. Further, The Arc of Vigo County shall take affirmative action to promote and ensure the right for equal service/program participation without regards to these characteristics.

Policy Statement on Input from Persons Served

The Arc of Vigo County is committed to value-driven programs which are sensitive and responsive to the needs and expectations of all persons with developmental disabilities. To achieve this principle of accountability to its consumers, The Arc will continue to recruit and

solicit the involvement of consumers and/or their personal representatives at various levels within the organization.

Board meetings are held at 5:00 PM in the conference room at the Arc's business office located at 11 Cherry Street, Terre Haute, IN 47803 and are open to the public. If the planned board meeting falls on a holiday, the Board of Director's will meet the next business day. The Arc invites and encourages consumers and their families to attend and become involved.

Board Meeting Schedule

A schedule of the 2018 Board Meetings is listed below:

January 15th

February 20th (due to President's Day)

March 19th

April 16th

May 21st

June 18th

July – No Meeting

August 20th

September 17th

October 15th

November 19th

December – Membership Meeting

Confidentiality and Release of Information

Protecting the confidentiality of our consumers or agency information is one of the primary aspects of fiduciary responsibilities. Therefore, all staff, sub-contracted personnel and board of directors are required to sign a form stating they have read and understood all policies and procedures relating to the subject of confidentiality.

There will never be any excuse for revealing to any other outside source, the details of company operations or information about consumers. Outsiders include members of an employee's family and other employees of the Arc who do not have a "need to know."

Confidential information shall include all information regarding the consumers, or their families, or any information regarding the internal operations of the Arc. This policy is subject to exceptions only as are authorized by statute or regulation. A far greater threat to our consumers' right to privacy, however, is that staff may discuss information about a consumer in social settings away from the office, home, or work site. It is a great temptation at a party or with a friend to tell stories concerning cute or horrible things a consumer may say or do. However, such stories and anecdotes violate consumers' rights to confidentiality and will result in disciplinary action.

HIPAA Notice of Privacy Practices

Effective Date: December 18, 2017

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

PLEASE REVIEW THIS NOTICE CAREFULLY.

If you have any questions about this notice, please contact:

The Arc of Vigo County
HIPAA Privacy Officer
11 Cherry Street
Terre Haute, IN 47807
dofsansky@arcvigo.org
phone: (812) 232-4112
fax: (812) 232-3052

During the course of business, The Arc of Vigo County may have access to certain medical information about you. Federal and State laws establish strict information regarding the use and disclosure of confidential and protected information. We are required to comply with those laws, as outlined throughout this notice.

Obligations of The Arc of Vigo County

We are required to:

1. Maintain the privacy of your protected health information
2. Give you this notice of our legal duties and privacy practices regarding your health information
3. Follow the terms of our notice currently in effect

How The Arc of Vigo County May Use and Disclose Your Health Information

The following describes the ways The Arc of Vigo County may use and disclose health information that identifies you. Except for the purposes described below, we will not use or disclose your health information without your permission. You may revoke this permission at any time by writing to the HIPAA Privacy Officer identified above.

- **For Treatment.** We may use and disclose Health Information about you for your treatment and to provide you with treatment related health care services. For example, we may disclose Health Information about you to doctors, nurses, technicians or other personnel who are involved in your medical care and need that information to provide you with care. Health information may also be disclosed to Direct Care Staff to insure quality care and exchanged between Case Managers, Coordinators, the BDDS office and FSSA.

- **For Payment.** We may use and disclose your Health Information to bill and receive payment for the services we provide to you. For example, The Arc of Vigo County may provide information to your health plan so that services may be paid for.
- **For Health Care Operations.** The Arc of Vigo County may use and disclose Health Information for health care operations purposes. These uses and disclosures are necessary to ensure quality care is received and to operate, manage and administer the functions of the agency. For example, we may provide your health information to various government or accreditation entities to maintain our license and accreditation and to ensure the care that you receive is of the highest quality. We may also share information with other entities that have a relationship to you (for example, your health plan) for their health care operations activities.
- **Appointment Reminders, Treatment Alternatives and Health Related Benefits and Services.** We may use and disclose Health Information to contact you to remind you of an appointment with a physician or provider. We may also use and disclose Health Information to tell you about treatment alternatives or other health-related services and benefits that may be of interest to you.

Special Situations

- **As Required by Law.** The Arc of Vigo County will disclose Health Information when required to do so by federal, state or local law.
- **Public Health Risks.** We may disclose Health Information for public health activities. These activities generally include disclosures to prevent or control disease, injury or disability; report births and deaths; report child abuse or neglect; report reactions to medications or problems with products; notify people of recalls of products they may be using; a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition; and the appropriate government authority if it is believed a consumer has been the victim of abuse, neglect or exploitation. This information will only be disclosed with your consent or when we are required by law to do so.
- **Disclosures to the Secretary of Health and Human Services.** The Arc of Vigo County may disclose your Medical Information to the Secretary of the Department of Health and Human Services, or his/her designee. This disclosure may be required by law.
- **De-Identified Information.** We may use or disclosure your Medical Information to a third party, once it has been de-identified and does not identify you in any way, in accordance with the law.
- **To Avert a Serious Threat to Health or Safety.** We may use and disclose Health Information when necessary to prevent a serious threat to your health and safety or the health and safety of another person or the public. In this situation, disclosures will only be made to someone who may be able to help prevent the threat.

- **National Security and Intelligence Activities.** We may release your Health Information to authorized federal officials for lawful intelligence, counterintelligence, and other national security activities authorized by law.
- **Protective Services for the President and Others.** We may disclose your Health Information to authorized federal officials so they may provide protection to the President, other authorized persons, or foreign heads of state or for the conduct of special investigations.
- **Custodial Situations.** If you are an inmate of a correctional institution or under the custody of a law enforcement official, we may release Health Information to the correctional institution or law enforcement official. This release would be if necessary: (1) for the institution to provide you with health care; (2) to protect your health and safety or the health and safety of others; or (3) the safety and security of the correctional institution.
- **Health Oversight Activities.** The Arc of Vigo County may disclose Health Information to a health oversight agency for activities authorized by law. These oversight activities include, for example, audits, investigations, inspections and licensure. These activities are necessary for the government to monitor the health care system, government programs and compliance with civil laws.
- **Law Enforcement.** We may release Health Information if asked by a law enforcement official if the information is: (1) in response to a court order, subpoena, warrant, summons or similar process; (2) limited information to identify or locate a suspect, fugitive, material witness, or missing person; (3) about the victim of a crime even if, under very limited circumstances, we are unable to obtain the person's agreement; (4) about a death we believe may be the result of criminal conduct; (5) about criminal conduct on our premises; and (6) in an emergency to report a crime, the location of the crime or victims, or the identity or location of the person who committed the crime.
- **Coroners, Medical Examiners and Funeral Directors.** The Arc of Vigo County may release Health Information to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or determine the cause of death. We may also release Health Information to a funeral director as necessary for their duties.
- **Military and Veterans.** If you are a member of the armed forces, we may release Health Information as required by military command authorities. We may also release Health Information to the appropriate foreign military authorities if you are a member of a foreign military.
- **Workers' Compensation.** The Arc of Vigo County may release Health Information as necessary to comply with workers' compensation laws or similar programs. These programs provide benefits for work-related injuries or illnesses.
- **Organ and Tissue Donation.** If you are an organ donor, The Arc of Vigo County may use or release Health Information to organizations that handle organ procurement or other entities engaged in procurement, banking or transportation of organs, eyes or tissues to facilitate organ, eye or tissue donation and transplantation.
- **Research.** Under certain circumstances, we may use and disclose Health Information for research. For example, a research project may involve comparing

the health of patients who received one treatment to those who received another, for the same condition. Before we use or disclose Health Information for research, the project will go through a special approval process. Even without special approval, we may permit researchers to look at records to help them identify patients who may be included in their research project or for other similar purposes, as long as they do not remove or take a copy of any Health Information. We may also disclose your Health Information to researchers after your death when it is necessary for research purposes, for example, we may be required to disclose information to the Indiana State Mortality Review Committee.

- **Data Breach Notification Purposes.** The Arc of Vigo County may use and disclose your Health Information to provide legally required notices of unauthorized access to or disclosure of your Health Information.

Your Rights

You have the following rights regarding the Health Information The Arc of Vigo County has about you:

- **Right to Inspect and Copy.** You have a right to inspect and copy Health Information that may be used to make decisions about your care or payment for your care. To inspect and copy your Health Information, you must make your request, in writing to the above referenced HIPAA Privacy Officer. This information will be made available to you within 30 days and may charge a reasonable fee for the costs of copying, mailing or other supplies associated with your request.
- **Right to Get Notice of a Breach.** You have the right to be notified upon a breach of any of your unsecured Protected Health Information.
- **Right to Amend.** If you feel the Health Information The Arc of Vigo County has is incorrect or incomplete you may request that we amend the information. You have the right to request an amendment for as long as the information is kept by or for our office. To request an amendment, you must make your request, in writing, to the above-referenced HIPAA Privacy Officer.
- **Right to Request Restrictions.** You have the right to request a restriction or limitation on the Health Information we use or disclose for treatment, payment or health care operations. You also have a right to request a limit on the Health Information The Arc of Vigo County discloses to someone involved in your care or the payment for your care, like a family member or friend. For example, you could ask that The Arc of Vigo County not share information about a particular diagnosis or treatment with your spouse. To request a restriction, you must make your request, in writing, to the above referenced HIPAA Privacy Officer. The Arc of Vigo County is not required to agree to your request. If we agree, we will comply with your request unless the information is needed to provide you with emergency treatment.
- **Right to Request Confidential Communication.** You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. For example, you may ask that we only contact you by mail or via cell phone. To request confidential communications, you must make your request, in writing, to the above-

referenced HIPAA Privacy Officer. The Arc of Vigo County will accommodate reasonable requests.

- **Right to a Paper Copy of This Notice.** You have the right to a paper copy of this notice. You may request a copy of this notice at any time. Even if you have agreed to receive this notice electronically, you are still entitled to a paper copy of this notice. To obtain a paper copy of this notice, please contact the above-referenced HIPAA Privacy Officer.

Changes to This Notice:

The Arc of Vigo County reserves the right to change this notice and make the new notice apply to Health Information already obtained as well as any information received in the future. In the event of a change, we will post a copy of the current notice at our office. This notice is also available to you upon request. The notice will contain the effective date on the first page, in the top, right-hand corner.

Complaints:

If you believe your privacy rights have been violated, you may file a complaint, in writing, by contacting the above-reference HIPAA Privacy Officer. **You will not be penalized for filing a complaint.**

You may also file a complaint with The Department of Health and Human Services at www.hhs.gov/ocr/privacy/hipaa/complaints/index.html.

Policy On Consumer Rights

The Arc of Vigo County prohibits any violation of an individual's rights. All individuals receiving services through the Arc of Vigo County shall have the following rights:

1. To be informed in writing before or at admission, of his/her rights and responsibilities while receiving services through the Arc. If the individual is unable to read the document, the document shall be interpreted to him/her and/or parent guardian advocate in a manner that is understandable to the individual. A written acknowledgement must be witnessed by a third person. If an individual has a guardian, the guardian shall also be required to sign the form to indicate his/her receipt and review of the information. When changes or additions are made to the above rights and responsibilities, the participants shall be likewise informed. Furthermore, these rights shall be communicated to participants on an annual basis.
2. To active and ongoing participation in the selection of relevant services available through the Arc that are facilitative and supportive toward his/her chosen lifestyle and projected level of independence as documented in his/her Individual Program Plan. Each individual and /or guardian has a right to a copy of that plan and any subsequent documentation of changes to that plan.

3. To advance notification prior to any change in placement/program within the Arc of Vigo County.
4. To expression of choice in the composition of the service delivery team.
5. To refuse services.
6. To be encouraged and assisted throughout receipt of any services to exercise his/her rights as a citizen and to voice grievances and recommend changes in policies, procedures and services to Arc staff and/or outside representatives of his/her choice free from restraint, interference, coercion, discrimination, or reprisal.
7. To proper medical care and to be informed of his/her individual health status, developmental status, behavioral status as specified in the Individual support plan.
8. To be free from mental, verbal and physical abuse, financial or other exploitation, retaliation, humiliation or neglect.
9. To be free from any restrictive behavioral procedures including physical restraints, removal of personal property, or exclusion of services except:
10. When authorized by the interdisciplinary team as described in an approve intervention strategy with the informed consent of the individual and/or guardian.
11. When necessary in an emergency to protect the individual from injury to him/herself or to others. The agency shall not use any restraint as punishment or for the convenience of the staff.
12. Ensured confidential treatment contained in his/her records. His/her written consent shall be required for the release of information to persons not otherwise authorized to receive it.
13. To inspect his/her records and request clarification of information contained therein.
14. Right to investigation of suspected or alleged violations of their rights including abuse, neglect, exploitation, or misappropriation of funds.
15. To be treated with consideration, respect and full recognition of his/her dignity and individuality.
16. To communicate, associate and meet privately with persons of his/her choice unless doing so would infringe upon the rights of other individuals.
17. To participate in activities of social, religious, and community groups at his/her discretion.
18. To achieve full community inclusion within every aspect of daily living to include activities associated with work, leisure, and home environment.
19. To stop his/her involvement with services provided by the Arc of Vigo County. If the individual has a legal guardian, the authorization to terminate services must be obtained from that guardian.
20. To have a qualified advocate and/or guardian when this is required to protect his/her personal well-being and interest.
21. To the respect of all who work, advocate, or associate with him/her.
22. To be free from unnecessary medications and restraints.

23. To have a plan for reducing any dependence on medications or restraints. (No medication changes will take place until approved by the prescribing physician)
24. To have no obligation or not be compelled to provide service/work of any kind for the Arc of Vigo County.
25. To be compensated at a prevailing wage for any work performed. To send and receive unopened mail.
26. The right to personal privacy.
27. To a telephone with privacy for incoming and outgoing local and long distance calls. (The consumer will pay the phone expense)
28. To retain and use appropriate personal possessions and clothing.
29. To utilize funds and property and be protected from any misuse or misappropriations. To access and/or referral to legal representation, self-help support services and advocacy support services.
30. The right to file a complaint/grievance with the Arc if the consumer feels that any of their rights have been violated.

Consumer Discipline Policy Statement

The Arc of Vigo County expressly prohibits any violation of an individual's rights. The following disciplinary actions are prohibited within the Arc's programs.

1. Physical, verbal and / or emotional abuse, or neglect. (Physical abuse is defined as striking, kicking, pinching improper restraint and / or actions which seem to cause pain.

Emotional abuse. (Emotional abuse is defined as humiliation, degradation, and / or intentional ignoring of needs.)

Neglect. (Neglect shall refer to instances of physical or emotional injury of a sexual nature, to a consumer through direct action by staff, volunteers or community persons. Verbal abuse shall exist if an employee, sub-contractor, consultant, or volunteer shouts, screams, engages in name calling or swears at a consumer.)

2. Use of chemical restraints.
3. Use of isolation / seclusion alone in an area from which exit is prohibited.
4. Physical restraint.
5. Forced Physical Activity.
6. The application of painful or noxious stimuli, or the use of electric shock.

7. Denial of nutrition, water, shelter, sleep, work or chores, use of bathroom and other essentials of human existence as Punishment.

***In the event of an emergency, physical restraints and / or removal of an individual from their environment may be used as a means of last resort, as stated in the Procedure for Emergency Behavioral Supports.**

Incident Reporting and Management

Policy Statement

It is the policy of the Arc of Vigo County to utilize an incident reporting and management system as an integral tool in ensuring the health and welfare of individuals receiving services administered by the Bureau of Development Disabilities Services (BDDS).

Reportable Incidents

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:

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:
 - a. Physical abuse, including but not limited to:
 - i. Intentionally touching another person in a rude, insolent, or angry manner;
 - ii. Willful infliction of injury;
 - iii. Unauthorized restraint or confinement resulting from physical or chemical intervention;
 - iv. Rape;
 - b. Sexual abuse, including but not limited to;
 - i. Nonconsensual sexual activity;
 - ii. Sexual molestation;
 - iii. Sexual coercion;
 - iv. Sexual exploitation;
 - c. Emotional/verbal abuse, including but not limited to communicating with words or actions in a person's presence with intent to;
 - i. Cause the individual to be placed in fear of retaliation;
 - ii. Cause the individual to be placed in fear of confinement or restraint;
 - iii. Cause the individual to experience emotional distress or humiliation;
 - iv. Cause others to view the individual with hatred, contempt, disgrace, or ridicule;

- v. Cause the individual to react in a negative manner.
 - d. Domestic abuse, including but not limited to:
 - i. Physical violence;
 - ii. Sexual abuse;
 - iii. Emotional/verbal abuse;
 - iv. Intimidation;
 - v. Economic deprivation;
 - vi. Threats of violence; from a spouse or cohabitant intimate partner.
- 2. Alleged, suspected, actual neglect (which must also be reported to Adult Protective Services or Child Protective Services, as indicated) which includes but is not limited to:
 - a. Failure to provide appropriate supervision, care, or training;
 - b. Failure to provide a safe, clean, and sanitary environment;
 - c. Failure to provide food and medical services as needed;
 - d. Failure to provide medical supplies or safety equipment as indicated in the Individualized Support Plan (ISP).
- 3. 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:
 - a. Unauthorized use of the:
 - i. Personal services;
 - ii. Personal property or finances; or
 - iii. Personal identity of an individual;
 - b. Other instance of exploitation of an individual for one's own profit or advantage or for the profit or advantage of another.
- 4. Peer-to-peer aggression that results in significant injury by one individual receiving services, to another individual receiving services.
- 5. 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.
- 6. A service delivery site with a structural or environmental problem that jeopardizes or compromises the health or welfare of an individual.
- 7. A fire at a service delivery site that jeopardizes or compromises the health or welfare of an individual.
- 8. 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.
- 9. Missing person when an individual wanders away and no one knows where they are.
- 10. Alleged, suspected, or actual criminal activity by an individual receiving services or an employee, contractor, or agent of a provider, when:
 - a. the individual's services or care are affected or potentially affected;

- b. the activity occurred at a service site or during service activities; or
 - c. the individual was present at the time the activity, regardless of location.
11. An emergency intervention for the individual resulting from:
 - a. A physical symptom;
 - b. A medical or psychiatric condition;
 - c. Any other event.
 12. Any injury to an individual when the cause is unknown and the injury could be indicative of abuse, neglect, or exploitation.
 13. Any injury to an individual when the cause of the injury is unknown and the injury requires medical evaluation or treatment.
 14. A significant injury to an individual that includes but is not limited to:
 - a. A fracture;
 - b. A burn, including sunburn and scalding, greater than first degree;
 - c. Choking that requires intervention including but not limited to:
 - i. Heimlich maneuver;
 - ii. Finger sweep; or
 - iii. Back blows.
 - d. Bruises or contusions larger than three inches in any direction, or a pattern of bruises or contusions regardless of size.
 - e. Lacerations which require more than basic first aid;
 - f. Any occurrence of skin breakdown related to a decubitus ulcer, regardless of severity;
 - g. Any injury requiring more than first aid;
 - h. Any puncture wound penetrating the skin, including human or animal bites;
 - i. Any pica ingestion requiring more than first aid;
 15. A fall resulting in injury, regardless of the severity of the injury.
 16. A medication error or medical treatment error as follows;
 - a. Wrong medication given;
 - b. Wrong medication dosage given;
 - c. Missed medication – not given;
 - d. Medication given wrong route; or
 - e. Medication error that jeopardizes an individual’s health and welfare and requires medical attention.
 17. Use of any aversive technique including but not limited to:
 - a. Seclusion (i.e. placing an individual alone in a room/area from which exit is prevented);
 - b. Painful or noxious stimuli;
 - c. Denial of a health related necessity;
 - d. Other aversive technique identified by DDRS policy.
 18. Use of any PRN medication related to an individual’s behavior.

19. Use of any physical or mechanical restraint regardless of:
 - a. Planning;
 - b. Human rights committee approval;
 - c. Informed consent.
20. Any of the following:
 - a. Communicable disease
 - b. Infections
21. Unauthorized use and possession of weapons
22. Vehicular Accidents
23. Suicide or attempted suicide

Responsible Parties

1. The provider responsible for an individual at the time of the occurrence of a reportable incident shall submit an incident initial report.
2. In addition to the provider's mandatory reporting, any other person may submit an incident initial report associated with any reportable incident.
3. The entity responsible for incident follow-up reports is the individual's:
 - a. Case manager, when receiving waiver funded services;
 - b. Residential provider's Qualified Developmental Disabilities Professional (QDDP) when receiving State Line Item (SLI), Supervised Group Living (SGL), or other ICF/MR services.
 - c. Provider staff when receiving Caregiver Supports Services;
 - d. BDDS Services coordinator when receiving other services (e.g. Title XX and nursing facilities).

Ensuring the safety of individuals receiving services

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:
 - a. call 911 if indicated;
 - b. initiate safety actions for the Individual as is indicated and as is possible;
 - c. contact the following and notify them of the situation:
 - i. in support living settings, the Individuals' case manager, or the case management vendor's 24 hr crisis line if the case manager is not immediately available;
 - ii. A manager with the responsible provider company;
 - iii. the BDDS District Manager; and
 - iv. Adult Protective Services or Child Protective Services, as indicated; and
 - v. Individual's legal representative.
2. Providers, DDRS staff, and the case management vendor staff shall follow the BDDS Imminent Danger Policy in mitigating the danger to the individual.

Consumer Grievance Policy and Procedure

SUBJECT: Consumer Complaint and Grievance Policy and Procedure

PURPOSE: The purpose of the Consumer Grievance Policy is to:

1. Provide Consumers with an easily accessible problem resolution process for resolving issues whenever possible.
2. Protect the rights of Consumers during the grievance process.
3. Monitor, track and analyze Consumer grievances.

POLICY: People with disabilities have the same rights under the law and individually as all other citizens. It is The Arc of Vigo County's policy to hear, act upon, and equitably resolve consumer complaints and grievances in an orderly and timely manner. Recipients of The Arc of Vigo County Service Programs are entitled to access the following grievance procedure to register informal and formal complaints and appeals regarding the service they receive.

Definitions: Complaints may vary in severity and complexity. The Arc has established processes for both informal and formal complaints.

Informal Complaint:

Informal complaints are defined as minor in nature and, in most instances, can be quickly reconciled through correspondence with the consumer's assigned Service Coordinator. Informal complaint procedures allow for quick problem solving rather than investigating and substantiating claims.

Many problems can be resolved informally and individuals with complaints (the complainant) are encouraged to begin by trying to resolve any complaint or concerns directly with the person/s concerned (the respondent). This may be the easiest way of resolving the issue. Through discussion, the issues may become clear and the problem can be addressed. Many complaints can be resolved quickly at this level.

1. When complaints or concerns arise, consumers and/or guardians are encouraged to report these issues verbally, or in writing, or by other means the consumer may use, to their assigned Service Coordinator or the Program Coordinator. These individuals can assist the consumer by answering questions and resolving many concerns before they escalate to the level of formal complaint.
2. Upon knowledge of a consumer's concern/complaint, the Service Coordinator will discuss the concern/complaint with the consumer and determine, the best course of action to mitigate the concern/complaint.
3. The Service Coordinator will schedule a follow up with the consumer to ensure the concern has been addressed/resolved. If the concern has not been resolved within the scheduled follow up timeframe, the Service Coordinator will determine through direct conversation with the consumer, why the issue was not resolved. If the issue cannot be resolved at the

Service Coordinator level, the issue will be escalated to the Executive Director for further analysis and determination of the best course of action to resolve the issue.

Formal Grievance:

A formal grievance is defined as:

- a. An alleged violation of a specific provision of the Arc of Vigo County Board policies and procedures.
- b. An informal complaint, generally unrelated to specific Arc policy, may be escalated to a formal grievance if, after following the informal complaint process it remains unresolved.

Procedure:

- 1. A formal complaint may be made in writing to the Arc of Vigo County’s Executive Director as follows:

The written complaint should be addressed as follows:
Attn: Executive Director
Arc of Vigo County, Inc.
11 Cherry Street
Terre Haute, IN 47807

- 2. The formal complaint should include the following information:
 - a. The facts or events leading to the formal complaint.
 - b. A summary of the solution(s), if any, offered during the informal complaint process.
 - c. The consumer’s and/or preferred solution to the problem.
 - d. The complaint should be signed and dated by the consumer and/or parent/guardian.
- 3. The complaint shall be documented using the 1500.04 Consumer Complaint-Grievance Form 09-11-14.
- 4. Within five working days of receiving the written complaint, the Executive Director or Program Coordinator in his absence, will schedule a conference, which may include all persons relevant to the complaint, including any advocates selected by or for the consumer.
 - a. If the complaint cannot be resolved at the initial meeting, and is an issue not related to a specific Arc Policy or Procedure, the Executive Director will request a conference within three working days to include the client’s Office of Vocational Rehab or BDDS case manager, the Arc of Vigo County Executive Director/Program Coordinator, any advocates selected by or for the consumer, the consumer and/or guardian. All documentation of the complaint and attempts at resolution will be forwarded to these parties prior to the meeting, which will take place no later than five working days after the above parties have received all documentation

- b. If the complaint cannot be resolved at the initial meeting, and is an alleged violation of Arc Policy and Procedure, the Executive Director shall present all documentation to the Board of Directors of the Arc of Vigo County for review at the next regularly scheduled Board meeting for final determination. The decision of the Board of Directors shall be presented in writing to the consumer and all concerned parties within five working days of the meeting.
5. If the above Administrative Appeal Procedures fail to bring about a satisfactory solution, the Consumer or guardian may appeal to:

Bureau of Developmental Disabilities (BDDS)
 District 4
 30 N. 8th St. PO Box 10217
 Terre Haute, IN 47801-0217
 Phone: (812) 232-3603
 Toll Free: 1-877-218-3096 (V/VRS/711)
 Toll Free Fax: 1-855-525-9374

At any point in the above process, should the Consumer not appear at a scheduled conference or respond within the timelines set forth, it will be assumed that the grievance has been resolved and the binding decision will be that which was arrived at during the last conference attended by the Consumer.

It is the Consumer’s right to file a grievance and to have representation at all stages of the grievance procedure without retaliation of any kind, and this shall not interfere with services received through any of the Association’s Programs. The original grievance and the final outcome shall be noted in the Consumer’s File.

***A copy of the formal complaint form may be found in Appendix A of this handbook**

The Consumer and/or Guardian may seek help from the following agencies:

<u>ADVOCACY SERVICES</u>		<u>LEGAL SERVICES</u>
<u>Indiana Disability Rights</u> <u>4701 N Keystone Ave, Suite 222</u> <u>Indianapolis, IN 46205</u> <u>1-800-622-4845</u>		<u>Indiana Legal Services, Inc</u> <u>College Square, Second Floor</u> <u>214 South College Avenue</u> <u>Bloomington, IN 47404</u> <u>Phone: 812-339-7668</u> <u>Toll Free: 800-822-4774</u> <u>Fax: 812-339-2081</u>

Program Descriptions:

Various programs and services offered by The Arc of Vigo County, Inc. Services are offered accordance with the Individual's ISP, BDDS Policies and 460 IAC. Complete service descriptions are codified in the Division of Disability and Rehabilitative Services (DDRS) Waiver Manual and the Arc periodically updates this policy to reflect updates in the DDRS Waiver Services Manual.

The Arc program provide service area is Vigo, Clay, Parke, Sullivan, and Vermillion counties.

Participant Assistance Care (PAC)

Participant Assistance and Care (PAC) services are provided in order to allow participants (consumers) with intellectual/developmental disabilities to remain and live successfully in their own homes, function and participate in their communities, and avoid institutionalization. PAC services 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.

The Arc performs Participant Assistant Cares services one-on-one with the consumer.

Respite Program

Respite care services are services provided to participants unable to care for themselves. Respite care services are furnished on a short-term basis in order to provide temporary relief to those unpaid persons normally providing care. Respite can be provided in the participant's home or place of residence, in the respite caregiver's home, in a camp setting, in a DDRS-approved day habilitation facility, or in a non-private residential setting (such as a respite home). The Arc performs Respite services one-on-one with the consumer.

Residential Habilitation & Support – Daily Rate

Residential Habilitation and Support – Daily (RHS Daily) services provide up to a full day (24-hour basis) of services and supports which are designed to ensure the health, safety, and welfare of the participant. RHS Daily services assist with the acquisition, improvement, and retention of skills necessary to support individuals to live successfully in their own homes; acquire and enhance natural supports; and become integrated and participate in their larger community. Services are designed to help individuals acquire and improve their self-help, socialization, and adaptive skills. Services should be directed toward increasing and maintaining natural supports, physical, intellectual, emotional, and social functioning, and full community participation. The Arc provides Residential Habilitation and Support (RHS) – Daily Rate services from one-on-one to one-on-three ratios with the consumers living in their own independent living arrangements.

Residential Habilitation & Support – Hourly Rate

Residential Habilitation and Support (RHS) - Hourly services provide up to a full day (24-hour basis) of services and/or supports that 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. The Arc provides Residential Habilitation and Support (RHS) - Hourly services from one-on-one to one-on-three ratios with the consumers living either at home or in their own independent living arrangements.

Community Based Habilitation- Individual

Community-Based Habilitation Services – Individual services are services 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.

Community settings are defined as non-residential, integrated settings that are primarily out in the community where services are not rendered within the same buildings alongside other non-integrated participants Reimbursable Activities.

Extended Services

Extended Services are ongoing employment support services which enable an individual to maintain integrated competitive employment in a community setting. Individuals must be employed in a community-based, competitive job that pays at or above minimum wage in order to access this service.

The initial job placement, training, stabilization may be provided through Indiana Vocational Rehabilitation Services. Extended Services provide the additional work related supports needed by the individual to continue to be as independent as possible in community employment. If an employed individual has obtained community based competitive employment and stabilization without Vocational Rehabilitation's services, the participant is still eligible to receive Extended Services, as long as the participant meets the qualifications below.

Ongoing employment support services are identified in the participants' Individualized Support Plan and must be related to the participants' limitations in functional areas (for example, self-care, understanding and use of language, learning, mobility, self-direction, capacity for independent living, economic self-sufficiency), as necessary to maintain employment. The Arc performs extended services one-on-one and in integrated community settings where persons without disabilities are also employed.

Workplace Assistance

Workplace Assistance services provide a range of personal care services and/or supports during paid competitive community employment hours and in a competitive community employment setting to enable waiver participants to accomplish tasks that they would normally do for themselves if they did not have a disability. Assistance may take the form of hands-on assistance (actually performing a personal care task for the participant) or prompting the participant to perform a personal care task. Workplace Assistance services may be provided on an episodic or on a continuous basis. Workplace Assistance services are designed to ensure the health, safety, and welfare of the participant, thereby assisting in the retention of paid employment for the participant who is paid at or above the federal minimum wage. The Arc performs Workplace Assistance one-on-one with the consumer and in the community.

Referrals

People interested in these services should contact:

Arc of Vigo County
11 Cherry Street
Terre Haute, Indiana 47807
Phone: (812) 232-4112 TDD: (812) 232-0899 Toll Free: 1-800-786-4112

Referrals are received from Bureau of Developmental Disabilities Services case managers and third party payers. Each referral is reviewed on an individual basis.

Intakes

When a referral is received in the office it is forwarded to the Programs Coordinator who will contact the family and schedule a conference to develop an individualized plan of care. These services are administered under the Policies and Procedures of the Arc of Vigo County and funding source contractual requirements.

Required Staff Qualifications

Direct-Care Staff

All employees of The Arc of Vigo County are certified in CPR, First Aid, and Universal Precautions through the American Heart Association. Staff members are trained on consumer rights, Code of Ethics and Standards of Conduct. The Arc complies with all training standards of the State of Indiana Code 460IAC. All staff members are fully trained on a consumer's Individual Support Plan. This training is completed with the families input and assistance if necessary. All Arc of Vigo County employees must pass a criminal background check through the Indiana State Police Central Repository. As well, a criminal background check is completed for each county in which the employee resided for the previous three years.

Employment Consultants

Employment Consultants, or Job Coaches as some people prefer to call them, are required to go through the above mentioned trainings and background checks. Employment Consultants are required to have two years' experience working with individuals with developmental disabilities. Preferred experience as an Employment Consultant or in Human Resources. All Employment Consultants must be certified as an Employment Training Specialist upon hire or within the first year of employment with The Arc of Vigo County.

Appendix A

Acknowledgement of Receipt of HIPAA Privacy Notice²

I have read, understand and acknowledge receipt of the Arc of Vigo County's HIPAA Notice of Privacy Practices. I am aware of my privacy rights and understand the process for filing a complaint should I feel my privacy rights have been violated.

Signature

Date

Print Name

² See Arc of Vigo County, HIPPA Notice of Privacy Practices, #1400.39, 12/20/17

Acknowledgement of Receipt of Consumer Handbook

I acknowledge receipt of the Arc of Vigo County’s Consumer Handbook. I have also been made aware by my Service Coordinator, that I may ask for an additional copy of this handbook at any time and that I may ask questions regarding any information contain with the handbook.

Signature

Date

Print Name