

INFINITY INDEPENDENT LIVING SERVICES

Home and Community-based Services - Service Recipient Rights

Person name: _____

This packet contains information regarding your rights while receiving services and supports from this program, information on restriction of your rights, and information of where you can go if you have questions or need additional information related to your rights.

I received the following information within five working days of when I started to receive services and every year after that.

1. A copy of my rights under the law, Minnesota Statutes, section [245D.04](#).
2. An explanation of what my rights are and that I am free to exercise my rights; and that this program must help me exercise my rights and help protect my rights.

Date services were started: _____ Date I received this information: _____

This information was provided to me in a way that I understand. If I needed the information in another format or language, it was given to me in that format or language.

If my rights are or will be restricted in any way to protect my health, safety, and well-being, the restriction has been explained to me and I understand the program must document and implement the restriction as required by law to make sure I get my rights back as soon as possible.

Are there any restrictions placed on my rights? Yes (if yes, see rights restriction document)
 No

I understand that I may contact the agencies below if I need help to exercise or protect my rights:

Office of the Ombudsman for Mental Health
and Developmental Disabilities
121 7th Place E, Suite 420
Metro Square Building
St. Paul, MN 55101
Phone: (651) 757-1800 or 1(800) 657-3506
Fax: (651) 797-1950
Website: www.ombudmhdd.state.mn.us

Minnesota Disability Law Center
430 1st Ave N, Suite 300
Minneapolis, MN 55401
Email: mndlc@mylegalaid.org
Website: <http://www.mndlc.org/>

I want _____ to help me exercise my rights. The program has this person's contact information in my record.

By signing this document I am agreeing that I have read and understand the boxes I checked above.

Person/Legal representative

Date

This program is licensed under Minnesota Statutes, Chapter 245D. It must help you exercise and protect your rights identified in Minnesota Statutes, section [245D.04](#).

When receiving services and supports from this program name, I have the right to:

1. Take part in planning and evaluating the services that will be provided to me.
2. Have services and supports provided to me in way that respects me and considers my preferences, (including personal items in my bedroom).
3. Refuse or stop services and be informed about what will happen if I refuse or stop services.
4. Know, before I start to receive services from this program, if the program has the skills and ability to meet my need for services and supports.
5. Know the conditions and terms governing the provision of services, including the program's admission criteria and policies and procedures related to temporary service suspension and service termination.
6. Have the program help coordinate my care if I transfer to another provider to ensure continuity of care.
7. Know what services this program provides and how much they cost, regardless of who will be paying for the services, and to be notified if those charges changes.
8. Know, before I start to receive services, if the cost of my care will be paid for by insurance, government funding, or other sources, and be told of any charges I may have to pay.
9. To have staff that is trained and qualified to meet my needs and support.
10. Have my personal, financial, service, health, and medical information kept private and be notified if these records have been shared.
11. Have access to my records and recorded information that the program has about me as allowed by state and federal law, regulation, or rule.
12. Be free from abuse, neglect or financial exploitation by the program or its staff.
13. Be free from staff trying to control my behavior by physically holding me or using a restraint to keep me from moving, giving me medication I don't want to take or that isn't prescribed for me, or putting me in time out, seclusion, restrictive intervention; except if and when manual restraint is needed in an emergency to protect me or others from physical harm.
14. Receive services in a clean and safe location.
15. Be treated with courtesy and respect, have access to and respectful treatment of my personal property.
16. Be allowed to reasonably follow my cultural and ethnic practices and religion.
17. Be free from prejudice and harassment regarding my race, gender, age, disability, spirituality, and sexual orientation.
18. Be told about and to use the program's grievance policy and procedures, including knowing how to contact persons responsible for helping me to get my problems with the program fixed and how to file a social services appeal under the law.
19. Know the names, addresses and phone numbers of people who can help me, including the ombudsman, and to be given information about how to file a complaint with these offices.
20. Exercise my rights on my own or have a family member or another person help me exercise my rights, without retaliation from the program.

21. Give or not give written informed consent to take part in any research or experimental treatment.
22. Choose my own friends and spend time with them at home or in the community.
23. Have personal privacy, including the right to use a lock on my bedroom door.
24. Take part in activities that I choose.
25. Have access to my personal possessions at any time, including financial resources.

RESIDENTIAL SERVICES AND SUPPORTS (meaning out-of-home crisis respite, supported living services, foster care services in a foster care home or a community residential setting) MUST INCLUDE THESE ADDITIONAL RIGHTS:

26. Have free, daily, private access to and use of a telephone for local calls, and long-distance calls made collect or paid for by me.
27. Receive and send mail and emails and not have them opened by anyone else unless I ask.
28. Use of and have free access to common areas (this includes access to food at any time) and the freedom to come and go at will.
29. Choose who visits, when they visit and to have visits in private (including bedroom) with my spouse, family, legal counsel, religious guide, or others allowed in Minnesota Human Services Rights Act, Minnesota Statutes, section 363A.09.
30. Have access to three nutritious meals, nutritious snacks between meals each day, and access to food and water at any time.
31. Choose how to furnish and decorate my bedroom or living unit.
32. A home that is clean, safe, and meets the requirements of a dwelling unit as defined in state fire code.

RIGHTS RESTRICTIONS

CAN MY RIGHTS BE RESTRICTED?

Restriction of your rights is allowed only if determined necessary to ensure your health, safety, and well-being. Any restriction of your rights must be documented in your coordinated service and support plan or coordinated service and support plan addendum. The restriction must be implemented in the least restrictive alternative manner necessary to protect you and provide you support to reduce or eliminate the need for the restriction in the most integrated setting and inclusive manner.

WHAT IS THE PROGRAM REQUIRED TO DO IF MY RIGHTS WILL BE RESTRICTED?

Before this program may restrict your rights in any way this program must document the following information:

1. the justification (meaning the reason) for the restriction based on an assessment of what makes you vulnerable to harm or maltreatment if you were allowed to exercise the right without a restriction;
2. the objective measures set as conditions for ending the restriction (meaning the program must clearly identify when everyone will know the restriction is no longer needed and it has to end);
3. a schedule for reviewing the need for the restriction based on the conditions for ending the restriction to occur semiannually from the date of initial approval, at a minimum, or more frequently if requested by the person, the person's legal representative, if any, and case manager (meaning that at least every six months, more often if you want, the program must review with you and your authorized representative or legal representative and case manager,

why the restriction is still needed and how the restriction should change to allow you as much freedom as possible to exercise the right being restricted); and

4. signed and dated approval for the restriction from you or your legal representative, if any.

CAN THE PROGRAM RESTRICT ALL OF MY RIGHTS?

The program cannot restrict any right they chose. The only rights the program may restrict, after documenting the need, include:

1. Your right to associate with other persons of your choice;
2. Your right to have personal privacy;
3. Your right to engage in activities that you choose; and
4. Your right to access your personal possessions at any time.

[LICENSE HOLDERS PROVIDING RESIDENTIAL SUPPORTS AND SERVICES MUST INCLUDE THESE ADDITIONAL RESTRICTIONS IN THIS LIST]

5. Your right to have daily, private access to and use of a non-coin-operated telephone for local calls and long-distance calls made collect or paid for by the person;
6. Your right to receive and send, without interference, uncensored, unopened mail or electronic correspondence or communication; and
7. Your right to have use of and free access to common areas in the residence; and
8. Your right to privacy for visits with the person's spouse, next of kin, legal counsel, religious guide, or others, in accordance with section [363A.09](#) of the Human Rights Act, including privacy in the person's bedroom.
9. Your right to choose how to furnish and decorate your bedroom or living unit.

WHAT IF I DON'T GIVE MY APPROVAL?

A restriction of your rights may be implemented only after you or your legal representative has given approval.

WHAT IF I WANT TO END MY APPROVAL?

You may withdraw your approval of the restriction of your right at any time. If you do withdraw your approval, the right must be immediately and fully restored.

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INFINITY INDEPENDENT LIVING SERVICES

Data Privacy Policy

I. Policy

This program recognizes the right of each person receiving services in this program to confidentiality and data privacy. This policy provides general guidelines and principles for safeguarding service recipient rights to data privacy under section [245D.04](#), subdivision 3(a) and access to their records under section [245D.095](#), subdivision 4, of the 245D Home and Community-based Services Standards.

II. Procedures

A. Private Data

1. Private data includes all information on persons that has been gathered by this program or from other sources for program purposes as contained in an individual data file, including their presence and status in this program.
2. Data is private if it is about individuals and is classified as private by state or federal law. Only the following persons are permitted access to private data:
 - a. The individual who is the subject of the data or a legal representative.
 - b. Anyone to whom the individual gives signed consent to view the data.
 - c. Employees of the welfare system whose work assignments reasonably require access to the data. This includes staff persons in this program.
 - d. Anyone the law says can view the data.
 - e. Data collected within the welfare system about individuals are considered welfare data. Welfare data is private data on individuals; including medical and/or health data. Agencies in the welfare system include, but are not limited to: Department of Human Services; local social services agencies, including a person's case manager; county welfare agencies; human services boards; the Office of Ombudsman for Mental Health and Developmental Disabilities; and persons and entities under contract with any of the above agencies; this includes this program and other licensed caregivers jointly providing services to the same person.
 - f. Once informed consent has been obtained from the person or the legal representative there is no prohibition against sharing welfare data with other persons or entities within the welfare system for the purposes of planning, developing, coordinating and implementing needed services
3. Data created prior to the death of a person retains the same legal classification (public, private, confidential) after the person's death that it had before the death.

B. Providing Notice

At the time of service initiation, the person and his/her legal representative, if any, will be notified of this program's data privacy policy. Staff will document that this information was provided to the individual and/or their legal representative in the individual record.

C. Obtaining Informed Consent or Authorization for Release of Information

1. At the time informed consent is being obtained staff must tell the person or the legal representative individual the following:
 - a. why the data is being collected;
 - b. how the agency intends to use the information;
 - c. whether the individual may refuse or is legally required to furnish the information;

- d. what known consequences may result from either providing or refusing to disclose the information; and with whom the collecting agency is authorized by law to share the data. What the individual can do if they believe the information is incorrect or incomplete;
 - e. how the individual can see and get copies of the data collected about them; and any other rights that the individual may have regarding the specific type of information collected.
2. A proper informed consent or authorization for release of information form must include these factors (unless otherwise prescribed by the HIPAA Standards of Privacy of Individually Identifiable Health Information [45 C.F.R. section 164](#)):
- a. be written in plain language;
 - b. be dated;
 - c. designate the particular agencies or person(s) who will get the information;
 - d. specify the information which will be released;
 - e. indicate the specific agencies or person who will release the information;
 - f. specify the purposes for which the information will be used immediately and in the future;
 - g. contain a reasonable expiration date of no more than one year; and
 - h. specify the consequences for the person by signing the consent form, including:

"Consequences: I know that state and federal privacy laws protect my records. I know:

 - Why I am being asked to release this information.
 - I do not have to consent to the release of this information. But not doing so may affect this program's ability to provide needed services to me.
 - If I do not consent, the information will not be released unless the law otherwise allows it.
 - I may stop this consent with a written notice at any time, but this written notice will not affect information this program has already released.
 - The person(s) or agency (ies) who get my information may be able to pass it on to others.
 - If my information is passed on to others by this program, it may no longer be protected by this authorization.
 - This consent will end one year from the date I sign it, unless the law allows for a longer period."
 - i. Maintain all informed consent documents in the consumer's individual record.

D. Staff Access to Private Data

1. This policy applies to all program staff, volunteers, and persons or agencies under contract with this program (paid or unpaid).
2. Staff persons do not automatically have access to private data about the persons served by this program or about other staff or agency personnel. Staff persons must have a specific work function need for the information. Private data about persons are available only to those program employees whose work assignments reasonably require access to the data; or who are authorized by law to have access to the data.
3. Any written or verbal exchanges about a person's private information by staff with other staff or any other persons will be done in such a way as to preserve confidentiality, protect data privacy, and respect the dignity of the person whose private data is being shared.
4. As a general rule, doubts about the correctness of sharing information should be referred to the supervisor.

E. Individual access to private data.

Individuals or their legal representatives have a right to access and review the individual record.

1. A staff person will be present during the review and will make an entry in the person's progress notes as to the person who accessed the record, date and time of review, and list any copies made from the record.
2. An individual may challenge the accuracy or completeness of information contained in the record. Staff will refer the individual to the grievance policy for lodging a complaint.

3. Individuals may request copies of pages in their record.
4. No individual, legal representative, staff person, or anyone else may permanently remove or destroy any portion of the person's record.

F. Case manager access to private data.

A person's case manager and the foster care licensor have access to the records of person's served by the program under section 245D.095, subd. 4.

C. Requesting Information from Other Licensed Caregivers or Primary Health Care Providers.

1. Complete the attached release of information authorization form. Carefully list all the consults, reports or assessments needed, giving specific dates whenever possible. Also, identify the purpose for the request.
2. Clearly identify the recipient of information. If information is to be sent to the program's health care consultant or other staff at the program, include Attention: (name of person to receive the information), and the name and address of the program.
3. Assure informed consent to share the requested private data with the person or entity has been obtained from the person or the legal representative.
4. Keep the document in the person's record.

Policy reviewed and authorized by:

Lisa Okpara, Program Administrator

Print name & title



Signature

Date of last policy review: 5/1/2020

Date of last policy revision: _____

Legal Authority: MS § [245D.11](#), subd. 3

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INFINITY INDEPENDENT LIVING SERVICES

Vulnerable Adults Policy

This policy describes procedures to implement concerning the "Vulnerable Adult Act", MN Statutes Sec. 626.557 subd 1. 1 and MN Statutes 626.557 subd.

4a. Vulnerable adults are defined as a person who because of a physical or mental impairment receives services from a program licensed by DHS or MDH. This includes people with a mental, emotional or physical impairment and is unable to protect themselves from any abuse or maltreatment from individual services, community-based services, living environment, or the public. The MN policies also require the reporting of suspected maltreatment of vulnerable adults and provision for the voluntary reporting of maltreatment of vulnerable adults. The internal and external investigation of the reports and the need to provide protection and counseling services as needed are also mentioned in the public policy. Infinity will provide vulnerable adults with the supervision necessary to maintain the vulnerable adults physical or mental health and safety. These measures will be implemented in the person's least restrictive environment and will not interfere with the person's activities of daily living.

Infinity will cooperate to the fullest extent with external investigations of suspected maltreatment. Infinity will communicate to the appropriate outside investigative agency all information in reference to incidents of maltreatment.

Infinity will provide people receiving services an orientation to internal reporting process in a format familiar to them. If the person is not their own guardian their guardian will also receive the orientation. Infinity will provide this orientation for each new person within 24 hours of admission,

All Infinity employees who are involved in social services are mandated reporters. An orientation will be provided within 72 hours of employment and will be completed before the staff member begins working independently persons receiving services. The orientation will include external reporting procedures and all internal policies and procedures. Proficiency will be demonstrated with a test at the completion of training. This training will be repeated at least annually for all mandated reporters to review the reporting procedures, the Program Abuse Prevention Plan and the Individual Abuse Prevention Plan. Infinity will keep record of all persons who are mandated reporters.

Maltreatment is neglect, abuse and financial exploitation.

Neglect is the failure to provide adequate supervision that is reasonable and necessary to maintain the vulnerable adult's physical or mental health. The failure of a caregiver to supply a vulnerable adult with adequate clothing, food, shelter, or healthcare etc.. if the failure is not the result of an accident.

Abuse is an action that is not an accident and causes or can be expected to cause physical injury, pain or emotional distress. Abuse is also any sexual contact between an Infinity staff person providing services and the vulnerable adult. Abuse can also be defined as forcing or coercing a vulnerable adult to do services for the advantage of another.

Financial exploitation means a staff or community member taking vulnerable adult monies for personal use. Misappropriation of funds designated for their care, transportation, or activities, is also defined as financial exploitation, as well as withholding of disposing of vulnerable adult funds or property without legal authority.

Exceptions to the above definitions can be those committed by an accident that was unforeseen and could not be prevented. Also, those actions committed by error which are not

part of a pattern were reported as an incident internally so corrective action can be made and documentation was provided for any applicable licensing, certification and ombudsman agency.

Reporting Maltreatment

Any case or suspected case of maltreatment should be immediately reported to the Common Entry Point. As well as any unexplained injury or any vulnerable adult to vulnerable adult abuse either verbal or physical abuse or self injury that result in physical injury. The Common Entry Point will determine if the report will be investigated. If the incident is determined to be an error accident and incident report will be completed and filed for periodic review by licensing agencies and county and local human service departments.

Reporting Suspected Maltreatment

A mandated reporter who has knowledge or suspects maltreatment of a vulnerable adult will report it immediately to the Common Entry Point. An internal report should also be made to the Infinity Program Director or the Infinity Administrator if the Program Director is not available or if the alleged perpetrator.

Another option is that the oral and written report can be made to them the Infinity Program Director or the Infinity Administrator if the Program Director is the alleged perpetrator. The Infinity Program Director or Administrator will then make the report to the Common Entry Point. In this case a confidential written notice to the reporter will be provided within two days and will include a statement if the reporter is not satisfied by Infinity; they can choose to contact the Common Entry Point directly.

An oral and written report can also be made without making an internal report. Infinity will not prohibit a mandated reporter from exercising this option. Also, no retaliatory measures will be taken against the mandated reporter reporting in good faith. A mandated reporter who reports externally will be informed of this protection from retaliation in writing.

The external report to the Common Entry Point must be made within 24 hours. The Common Entry Point is available to take a report 24 hours a day 7days per week. An initial written report will be maintained by the agency in a confidential file. (See Vulnerable Adult Reporting Form.) Included on this form will be the name and address and phone number of the vulnerable adult, the Infinity address and phone number, the name address and phone number of the alleged perpetrator if known, the nature and extent of the suspected maltreatment, pertinent date s and times, any history of maltreatment, the name and address of the reporter, the person/agency to whom the report was made, the date of the report, and any other information the reporter thinks would be helpful.

The Infinity Program Director or Administrator will also conduct an internal investigation. The Program Director will conduct the investigation or the Administrator will conduct the investigation if the Program Director is the alleged perpetrator. This investigation will be included on the Vulnerable Adult Reporting form and will include a summary of findings, persons involved, persons interviewed, persons and investigating authorities notified, and any conclusions.

Policy reviewed and authorized by:

Lisa Okpara, Program Administrator

Print name & title



Signature

Date of last policy review: 5/1/2020

Date of last policy revision: _____

Legal Authority: MS § [245D.11](#), subd. 3

INFINITY INDEPENDENT LIVING SERVICES

Definitions

Vulnerable adult:

Any person 18 years of age or older who: 1. Is a resident or inpatient of a facility; 2. Receives services at or from a facility required to be licensed to serve adults under sections 245A.01 to 245A.15, except that a person receiving outpatient services for treatment of chemical dependency or mental illness, or one who is served in the Minnesota sex offender program on a court-hold order for commitment, or is committed as a sexual psychopathic personality or as a sexually dangerous person under chapter 253B, is not considered a vulnerable adult unless the person meets the requirements of clause 4; 3. Receives services from a home care provider required to be licensed under section 144A.46; or from a person or organization that exclusively offers, provides, or arranges for personal care assistant services under the medical assistance program as authorized under sections 256B.04, subdivision 16, 256B.0625, subdivision 19a, 256B.0651, 256B.0653 to 256B.0656, and 256B.0659; or 4. Regardless of residence or whether any type of service is received, possesses a physical or mental infirmity or other physical, mental, or emotional dysfunction: Structured Decision Making ® System for Adult Protection, National Council On Crime and Delinquency 2012 All Rights Reserved; Updated MN DHS 2018 11 • That impairs the individual's ability to provide adequately for the individual's own care without assistance, including the provision of food, shelter, clothing, health care, or supervision; and • Because of the dysfunction or infirmity and the needs for care or services, the individual has an impaired ability to protect the individual's self from maltreatment (MN Statute 626.5572 Subd. 21).

Emotional abuse:

(a) Conduct which is not an accident or therapeutic conduct, which produces or could reasonably be expected to produce emotional distress including, but not limited to, use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not authorized under section 245.825 (MN Statute 626.5572, Subd. 2).

Financial exploitation:

(a) In breach of a fiduciary obligation recognized elsewhere in law, including pertinent regulations, contractual obligations, documented consent by a competent person, or the obligations of a responsible party under section 144.6501, a person:

- (1) Engages in unauthorized expenditure of funds entrusted to the actor by the vulnerable adult which results or is likely to result in detriment to the vulnerable adult
- (2) Fails to use the financial resources of the vulnerable adult to provide food, clothing, shelter, health care, therapeutic conduct, or supervision for the vulnerable adult, and the failure results or is likely to result in detriment to the vulnerable adult.

(b) In the absence of legal authority a person:

- (1) Willfully uses, withholds, or disposes of funds or property of a vulnerable adult;
- (2) Obtains for the actor or another the performance of services by a third person for the wrongful profit or advantage of the actor or another to the detriment of the vulnerable adult
- (3) Acquires possession or control of, or an interest in, funds or property of a vulnerable adult through the use of undue influence, harassment, duress, deception, or fraud
- (4) Forces, compels, coerces, or entices a vulnerable adult against the vulnerable adult's will to perform services for the profit or advantage of another.

(c) Nothing in this definition requires a facility or caregiver to provide financial management or supervise financial management for a vulnerable adult except as otherwise required by law (MN Statute 626.5572 Subd. 9).

Sexual abuse (criminal):

- (a) Criminal sexual conduct defined in 609.342 includes sexual penetration, regardless of consent, when the victim has: cause to have reasonable fear of bodily harm, a weapon or accomplice is involved, injury results, force or coercion is used, or the victim is cognitively impaired or physical helpless.
- (b) "Sexual contact," for the purposes of sections 609.343, subdivision 1, clauses (a) to (f), and 609.345, subdivision 1, clauses (a) to (e) and (h) to (o), includes any of the following acts committed without the complainant's consent, except in those cases where consent is not a defense, and committed with sexual or aggressive intent: (i) The intentional touching by the actor of the complainant's intimate parts; or (ii) The touching by the complainant of the actor's, the complainant's, or another's intimate parts effected by a person in a position of authority, or by coercion, or by inducement if the complainant is under 13 years of age or mentally impaired; or (iii) The touching by another of the complainant's intimate parts effected by coercion or by a person in a position of authority; or (iv) In any of the cases above, the touching of the clothing covering the immediate area of the intimate parts; or (v) The intentional touching with seminal fluid or sperm by the actor of the complainant's body or the clothing covering the complainant's body.
- (c) "Sexual contact," for the purposes of sections 609.343, subdivision 1, clauses (g) and (h), and 609.345, subdivision 1, clauses (f) and (g), includes any of the following acts committed with sexual or aggressive intent: (i) The intentional touching by the actor of the complainant's intimate parts; (ii) The touching by the complainant of the actor's, the complainant's, or another's intimate parts; (iii) The touching by another of the complainant's intimate parts; (iv) In any of the cases listed above, touching of the clothing covering the immediate area of the intimate parts; or (v) The intentional touching with seminal fluid or sperm by the actor of the complainant's body or the clothing covering the complainant's body.

Physical abuse:

- (a) An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of: (1) Assault in the first through fifth degrees as defined in sections 609.221 to 609.224 (great bodily harm, assault with a dangerous weapon, substantial bodily harm, bias crimes, and assaults intended to cause fear of immediate bodily harm or death); (b) Conduct which is not an accident or therapeutic conduct as defined in this section, which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following:
 - (1) Hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult (MN Statute 626.5572 Subd. 2).

For Vulnerable Adult Reports, for all counties, now contact Minnesota Adult Abuse Reporting Center with 24 hours at 1-844-880-1574

INFINITY INDEPENDENT LIVING SERVICES

Grievance Policy

It is the policy of this DHS licensed provider, Infinity Independent Living Services, to ensure that people served by this program have the right to respectful and responsive services. We are committed to providing a simple complaint process for the people served in our program and their authorized or legal representatives to bring grievances forward and have them resolved in a timely manner.

Procedures

A. Service Initiation

A person receiving services and their case manager will be notified of this policy, and provided a copy, within five working days of service initiation.

B. How to File a Grievance

1. The person receiving services or person's authorized or legal representative:
 - a. should talk to a staff person that they feel comfortable with about their complaint or problem;
 - b. clearly inform the staff person that they are filing a formal grievance and not just an informal complaint or problem; and
 - c. may request staff assistance in filing a grievance.
2. If the person or person's authorized or legal representative does not believe that their grievance has been resolved they may bring the complaint to the highest level of authority in this program.
 - That person is
Lisa Okpara, Program Administrator
 - They may be reached at:
Phone: **651-633-6297**
Address: **1935 W County Road B2 STE 330**
Roseville, MN 55113

C. Response by the Program

1. Upon request, staff will provide assistance with the complaint process to the service recipient and their authorized representative. This assistance will include:
 - a. the name, address, and telephone number of outside agencies to assist the person; and
 - b. responding to the complaint in such a manner that the service recipient or authorized representative's concerns are resolved.
2. This program will respond promptly to grievances that affect the health and safety of service recipients.
3. All other complaints will be responded to within 14 calendar days of the receipt of the complaint.
4. All complaints will be resolved within 30 calendar days of the receipt.
5. If the complaint is not resolved within 30 calendar days, this program will document the reason for the delay and a plan for resolution.
6. Once a complaint is received, the program is required to complete a complaint review. The complaint review will include an evaluation of whether:
 - a. related policy and procedures were followed;
 - b. related policy and procedures were adequate;
 - c. there is a need for additional staff training;
 - d. the complaint is similar to past complaints with the persons, staff, or services involved; and

- e. there is a need for corrective action by the license holder to protect the health and safety of persons receiving services.
- 7. Based on this review, the license holder must develop, document, and implement a corrective action plan designed to correct current lapses and prevent future lapses in performance by staff or the license holder, if any.
- 8. The program will provide a written summary of the complaint and a notice of the complaint resolution to the person and case manager that:
 - a. identifies the nature of the complaint and the date it was received;
 - b. includes the results of the complaint review; and
 - c. identifies the complaint resolution, including any corrective action.

D. The complaint summary and resolution notice must be maintained in the person's record.

Policy reviewed and authorized by:

Lisa Okpara, Program Administrator

Print name & title



Signature

Date of last policy review: 5/1/2020

Date of last policy revision: 5/1/2020

Legal Authority: Minn. Stat. § [245D.10](#), subd. 2 and 4

INFINITY INDEPENDENT LIVING SERVICES

Service Termination Policy

I. Policy

It is the policy of this DHS licensed provider, Infinity Independent Living Services, to ensure our procedures for service termination promote continuity of care and service coordination for persons receiving services.

II. Procedures

- A. This program must permit each person to remain in the program and must not terminate services unless:
1. The termination is necessary for the person's welfare and the facility cannot meet the person's needs;
 2. The safety of the person or others in the program is endangered and positive support strategies were attempted and have not achieved and effectively maintained safety for the person or others;
 3. The health of the person or others in the program would otherwise be endangered;
 4. The program has not been paid for services;
 5. The program ceases to operate; or
 6. The person has been terminated by the lead agency from waiver eligibility.

- B. Prior to giving notice of service termination this program must document the actions taken to minimize or eliminate the need for termination notice.

1. Action taken by the license holder must include, at a minimum:
 - a. Consultation with the person's support team or expanded support team to identify and resolve issues leading to the issuance of the notice; and
 - b. A request to the case manager for intervention services, including behavioral support services, in-home or out-of-home crisis respite services, specialist services, or other professional consultation or intervention services to support the person in the program.

The request for intervention services will not be made for service termination notices issued because the program has not been paid for services.

2. If, based on the best interests of the person, the circumstances at the time of the notice were such that the program unable to consult with the person's team or request interventions services, the program must document the specific circumstances and the reason for being unable to do so.

- C. The notice of service termination must meet the following requirements:

1. This program must notify the person or the person's legal representative and the case manager in writing of the intended service termination.
2. If the service termination is from residential supports and services, including supported living services, foster care services, or residential services in a supervised living facility, including an ICF/DD, the license holder must also notify the Department of Human Services in writing. DHS notification will be provided by fax at 651-431-7406.

3. The written notice of a proposed service termination must include all of the following elements:
 - a. The reason for the action;
 - b. A summary of actions taken to minimize or eliminate the need for service termination or temporary service suspension, and why these measures failed to prevent the termination or suspension. A summary of actions is not required when service termination is a result of the when the program ceasing operation;
 - c. The person's right to appeal the termination of services under Minnesota Statutes, section 256.045, subdivision 3, paragraph (a); and
 - d. The person's right to seek a temporary order staying the termination of services according to the procedures in section 256.045, subdivision 4a or 6, paragraph (c).
4. The written notice of a proposed service termination, including those situations which began with a temporary service suspension, must be given before the proposed effective date of service termination.
 - a. For those persons receiving intensive supports and services, the notice must be provided at least 60 days before the proposed effective date of service termination.
 - b. For those persons receiving other services, the notice must be provided at least 30 days before the proposed effective date of service termination.
5. This notice may be given in conjunction with a notice of temporary service suspension.

D. During the service termination notice period, the program must:

1. Work with the support team or expanded support team to develop reasonable alternatives to protect the person and others and to support continuity of care;
2. Provide information requested by the person or case manager; and
3. Maintain information about the service termination, including the written notice of intended service termination, in the person's record.

Policy reviewed and authorized by:

Lisa Okpara, Program Administrator

Print Name & Title



Signature

Date of last policy review: 8/1/2020

Date of last policy revision: 8/1/2020

INFINITY INDEPENDENT LIVING SERVICES

Temporary Service Suspension Policy

I. Policy

It is the policy of this DHS licensed provider, Infinity Independent Living Services, to ensure our procedures for temporary service suspension promote continuity of care and service coordination for persons receiving services.

II. Procedures

A. This program will limit temporary service suspension to the following situations:

1. The person's conduct poses an imminent risk of physical harm to self or others and either:
 - a. positive support strategies have been implemented to resolve the issues leading to the temporary service suspension but have not been effective and additional positive support strategies would not achieve and maintain safety; or
 - b. less restrictive measures would not resolve the issues leading to the suspension; OR
2. The person has emergent medical issues that exceed the license holder's ability to meet the person's needs; OR
3. The program has not been paid for services.

B. Prior to giving notice of temporary service suspension, the program must document actions taken to minimize or eliminate the need for service suspension.

1. Action taken by the program must include , at a minimum:
 - a. Consultation with the person's support team or expanded support team to identify and resolve issues leading to issuance of the notice; and
 - b. A request to the case manager for intervention services identified, including behavioral support services, in-home or out-of-home crisis respite services, specialist services, or other professional consultation or intervention services to support the person in the program.
2. If, based on the best interests of the person, the circumstances at the time of the notice were such that the program unable to consult with the person's team or request interventions services, the program must document the specific circumstances and the reason for being unable to do so.

C. The notice of temporary service suspension must meet the following requirements:

1. This program must notify the person or the person's legal representative and the case manager in writing of the intended temporary service suspension.
2. If the temporary service suspension is from residential supports and services, including supported living services, foster care services, or residential services in a supervised living facility, including and ICF/DD, the program must also notify the Commissioner in writing. DHS notification will be provided by fax at 651-431-7406.
3. Notice of temporary service suspension must be given on the first day of the service suspension.
4. The written notice service suspension must include the following elements:
 - a. The reason for the action;
 - b. A summary of actions taken to minimize or eliminate the need for temporary service suspension; and
 - c. Why these measures failed to prevent the suspension.

5. During the temporary suspension period the program must:
- a. Provide information requested by the person or case manager;
 - b. Work with the support team or expanded support team to develop reasonable alternatives to protect the person and others and to support continuity of care; and
 - c. Maintain information about the service suspension, including the written notice of temporary service suspension in the person's record.
- D. A person has the right to return to receiving services during or following a service suspension with the following conditions.
- 1. Based on a review by the person's support team or expanded support team, the person no longer poses an imminent risk of physical harm to self or others, the person has a right to return to receiving services.
 - 2. If, at the time of the service suspension or at any time during the suspension, the person is receiving treatment related to the conduct that resulted in the service suspension, the support team or expanded support team must consider the recommendation of the licensed health professional, mental health professional, or other licensed professional involved in the person's care or treatment when determining whether the person no longer poses an imminent risk of physical harm to self or others and can return to the program.
 - 3. If the support team or expanded support team makes a determination that is contrary to the recommendation of a licensed professional treating the person, the program must document the specific reasons why a contrary decision was made.

Policy reviewed and authorized by:

Lisa Okpara, Program Administrator

Print Name & Title



Signature

Date of last policy review: 5/1/2020

Date of last policy revision: _____

Legal Authority: MS § [245D.10](#), subd. 3

INFINITY INDEPENDENT LIVING SERVICES

Emergency Use of Manual Restraint Not Allowed Policy

I. Policy

It is the policy of this DHS licensed provider, Infinity Independent Living Services, to promote the rights of persons served by this program and to protect their health and safety during the emergency use of manual restraints.

“Emergency use of manual restraint” means using a manual restraint when a person poses an imminent risk of physical harm to self or others and it is the least restrictive intervention that would achieve safety. Property damage, verbal aggression, or a person’s refusal to receive or participate in treatment or programming on their own, do not constitute an emergency.

II. Positive support strategies and techniques required

A. The following positive support strategies and techniques must be used to attempt to de-escalate a person’s behavior before it poses an imminent risk of physical harm to self or others:

- Actively listen to a person and validate their feelings
- Speak calmly with reassuring words, consider volume, tone, and non-verbal communication
- Respect the person’s need for physical space and/or privacy
- Model desired behavior
- Reinforce appropriate behavior
- Offer choices, including activities that are relaxing and enjoyable to the person;
- Use positive verbal guidance and feedback;
- Create a calm environment by reducing sound, lights, and other factors that may agitate a person
- Simplify a task or routine or discontinue until the person is calm and agrees to participate; or
- Shift the focus by verbally redirect the person to a desired alternative activity

B. The program will develop a positive support transition plan on the forms and in manner prescribed by the Commissioner and within the required timelines for each person served when required in order to:

1. eliminate the use of prohibited procedures as identified in section III of this policy;
2. avoid the emergency use of manual restraint as identified in section I of this policy;
3. prevent the person from physically harming self or others; or
4. phase out any existing plans for the emergency or programmatic use of restrictive interventions prohibited.

III. Permitted actions and procedures

Use of the following instructional techniques and intervention procedures used on an intermittent or continuous basis are permitted by this program. When used on a continuous basis, it must be addressed in a person’s coordinated service and support plan addendum.

A. Physical contact or instructional techniques must use the least restrictive alternative possible to meet the needs of the person and may be used to:

1. calm or comfort a person by holding that persons with no resistance from that person;
2. protect a person known to be at risk of injury due to frequent falls as a result of a medical condition;

3. facilitate the person's completion of a task or response when the person does not resist or the person's resistance is minimal in intensity and duration; or
 4. block or redirect a person's limbs or body without holding the person or limiting the person's movement to interrupt the person's behavior that may result in injury to self or others, with less than 60 seconds of physical contact by staff; or
 5. to redirect a person's behavior when the behavior does not pose a serious threat to the person or others and the behavior is effectively redirected with less than 60 seconds of physical contact by staff.
- B. Restraint may be used as an intervention procedure to:
1. allow a licensed health care professional to safely conduct a medical examination or to provide medical treatment ordered by a licensed health care professional to a person necessary to promote healing or recovery from an acute, meaning short-term, medical condition; or
 2. assist in the safe evacuation or redirection of a person in the event of an emergency and the person is at imminent risk of harm; or
 3. position a person with physical disabilities in a manner specified in the person's coordinated service and support plan addendum.
Any use of manual restraint as allowed in this paragraph [Section B] must comply with the restrictions identified in [Section A].
- C. Use of adaptive aids or equipment, orthotic devices, or other medical equipment ordered by a licensed health professional to treat a diagnosed medical condition do not in and of themselves constitute the use of mechanical restraint.

IV. **Prohibited Procedures**

Use of the following procedures as a substitute for adequate staffing, for a behavioral or therapeutic program to reduce or eliminate behavior, as punishment, or for staff convenience, is prohibited by this program:

1. chemical restraint;
2. mechanical restraint;
3. manual restraint;
4. time out;
5. seclusion; or
6. any aversive or deprivation procedure.

V. **Manual Restraints Not Allowed in Emergencies**

- A. This program does not allow the emergency use of manual restraint. The following alternative measures must be used by staff to achieve safety when a person's conduct poses an imminent risk of physical harm to self or others and less restrictive strategies have not achieved safety:
- Continue to utilize the positive support strategies
 - Continue to follow individualized strategies in a person's coordinated service and support plan and coordinated service and support plan addendum
 - Ask the person and/or others if they would like to move to another area where they may feel safer or calmer;
 - Remove objects from the person's immediate environment that they may use to harm self or others
 - Call 911 for law enforcement assistance if the alternative measures listed above are ineffective in order to achieve safety for the person and/or others. While waiting for law enforcement to arrive staff will continue to offer the alternative measures listed above if doing so does not pose a risk of harm to the person and/or others.

- B. The program will not allow the use of an alternative safety procedure with a person when it has been determined by the person's physician or mental health provider to be medically or psychologically contraindicated for a person. This program will complete an assessment of whether the allowed procedures are contraindicated for each person receiving services as part of the required service planning required under the 245D Home and Community-based Services (HCBS) Standards (section [245D.07](#), subdivision 2, for recipients of basic support services; or section [245D.071](#), subdivision 3, for recipients of intensive support services).

VI. Reporting Emergency Use of Manual Restraint

As stated in section V, this program does not allow the emergency use of manual restraint. Any staff person who believes or knows that a manual restraint was implemented during an emergency basis they must immediately report the incident to the person listed below. The program has identified the following person or position responsible for reporting the emergency use of manual restrain according to the standards in section [245D.061](#) and part [9544.0110](#), when determined necessary.

Lisa Okpara, Program Administrator

Policy reviewed and authorized by:

Lisa Okpara, Program Administrator
Print name & title

Lisa Okpara
Signature

Date of last policy review: _____

Date of last policy revision: 8/1/2020

Legal Authority: MS §§ [245D.06](#), subd. 5 to subd, 8; [245D.061](#), MR part [9544.0110](#)

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INFINITY INDEPENDENT LIVING SERVICES

Covid-19 Preparedness Plan

1. Hygiene and Source Control

Implementing health safety practices

- Cover your sneeze/cough with a tissue or your forearm
- Staff and client will follow proper hand washing/hand sanitizing procedures reviewed in training.
 - Reminders and instructions are placed on the entrance of each bathroom
 - “Scrub in, scrub out” Proper hand washing upon entering and exiting the client’s home and Infinity’s office
 - Staff and client will use hand sanitizer each time upon entering your vehicle
 - Staff and client will wash or sanitize their hands before eating or drinking
 - Use different forms of greetings other than handshakes or hugs
- Staff and client will follow 6-ft social distancing, whenever possible, between the two of them and between their self and others
 - Client’s will ride in the back seat of the staff’s vehicle, if 6-ft distancing is not achieved, a face cloth cover will be worn
 - Open windows for ventilation, while in vehicles with clients.
 - Face cloth coverings will be worn anytime 6-ft social distancing is not possible
 - Populated public areas
 - Stores
 - Doctor offices
 - Pharmacies
 - Infinity Office

Use of face cloth coverings

- Anytime staff enters a client’s home
- Any time in public settings where 6-ft social distancing measures are difficult to maintain
 - Staff will prompt clients to wear cloth coverings while in the community
- Cloth coverings can be:
 - Homemade masks
 - Scarves
 - Pieces of fabric
 - Store bought masks

2. Cleaning and Disinfecting

- Staff will follow proper cleaning/sanitizing procedures
- Staff will sanitize high touch areas of their vehicle between each client at a minimum of twice daily
 - Door handles
 - Armrests
 - Seatbelts
 - Seats
- Infinity management will ensure the sanitizing of high touch areas in the office at least once a day.
 - Doorknobs
 - Handrails
 - Light switches
 - Bathroom faucets/handles
 - Handles

- Staff will sanitize their workstation and other high touch areas, that they or their client have touched, during each visit to the office

3. Policies Related to Arrivals and Departures

- Staff will conduct a DAILY HEALTH SCREENING to monitor for COVID-19 symptoms for staff and clients prior to all visits.
- Staff will use the daily Health Screening form provided
 - Management will collect the Health Screening forms bi-weekly for review
- Symptoms include, but are not limited to:
 - Temperature of 100.2 or higher
 - Cough
 - Sore throat
 - Headache
 - Loss of taste or smell
 - Chills
 - Muscle aches
 - Feeling feverish
- Stay home if you are not feeling well or are experiencing any symptoms
- Scrub in, scrub out” Proper hand washing upon entering and exiting the client’s home and Infinity’s office
- Staff will use a face covering anytime staff enters a client’s home

4. Screening and Policies for staff and volunteers exhibiting signs or symptoms of COVID-19

- If staff presents with symptoms or has been directly exposed to a Covid-19 positive person:
 - Cancel all visits with clients
 - Notify Infinity ILS owner
 - Stay home
 - Get tested
 - Follow the instructions from the MN Dept. of Health and/or your health care provider

5. Screening and policies for service recipients exhibiting signs or symptoms of COVID-19;

- If the client presents with symptoms or has been directly exposed to a Covid-19 positive person:
 - Cancel the current visit
 - Notify Infinity ILS management
 - Advise the client to stay home
 - Notify primary Doctor and follow instructions
 - Get tested
 - Notify the clients team:
 - Case Manager
 - Guardian
 - Vocational provider

- If a staff member or a client has a positive test result.
 - Infinity supervisor will notify any clients or staff that may have had direct contact with the person that tested positive.
 - Infinity supervisor will Notify MN Department of Health at 651-297-1304 or 1-800-657-3504 (Mon. – Fri., 8AM-5PM).
 - Infinity ILS will work with MDH and comply with their directive when given.
- Call 911 if:
 - Temperature is 104 or higher
 - Difficulty breathing
 - Hands, feet or lips change to a bluish color
 - Wheezing, shortness of breath
 - Nasal flaring
 - Confusion

6. Food Preparation and Meals

- Staff and client will use proper hand washing or sanitizer before eating or drinking
- Staff will wear a mask and use proper hand washing during any assistance with meal preparation.

7. Ventilation

- Infinity Management will start the air conditioning 2 hours prior to staff arrival
- Staff will open windows while transporting clients.
- Staff will open windows periodically during their visit to Infinity's office.

8. Communication and Training about the Plan.

- Infinity's Covid-19 Preparedness Plan will be displayed throughout Infinity's office
- Infinity's Covid-19 Preparedness Plan will be given to each staff
- Staff will be properly trained on Infinity's Covid-19 Preparedness Plan
- Staff will give, review, and explain a copy of Infinity's Covid-19 Preparedness Plan to each client.
- Management will communicate any new policies added to the Covid-19 Preparedness Plan.