

Independent Contractor Enrollment

Prior to Enrollment: Completed by you

Once you have an IC that is ready to be enrolled, please go to “Initiate IC Enrollment” this will be located on the CVL employee dashboard effective February 1st. Please do not enter nicknames but the correct first and last name of the IC. Please make sure the spelling is correct before hitting submit.

***Be sure to contact the IC to introduce yourself and let them know I will be contacting them to start enrollment paperwork.*

Enrollment: Completed by HR

Step One: The new IC will be given information on how to access the enrollment documents on CVLs website. This is where the new IC will complete an application, fill out the nurse aid registry and the federal exclusion form. In addition, they will be given a link to send to two professional references of their choice. Once the information above is complete, they will move on to step two.

Step Two: Expanded Criminal background check link will be sent for IC to complete. Pending completion of satisfactory background check IC will move to step three.

Step Three: The IC will be directed to our enrollment portal. During this step the IC will complete the following:

- Upload Driver’s License and Social Security Card
- Upload Auto Insurance and Registration
- Complete W-9
- Complete Direct Deposit and all payroll forms needed

Step Four: I will send you the enrollment checklist that has been started. At this time, the new IC will be ready for you to start training. The IC will have a username and password and will be set up in Infocus, email and the CVL website.

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Independent Contractor Onboarding Checklist

Name: _____

Username: _____

Password: _____

Initial Paperwork

- Initial Paperwork Packet sent
- Expanded Criminal History Check received
- Nurse Aide Registry Check received
- Federal Health Care Exclusion Check received
- Application received
- First reference received
- Second reference received
- Copy of driver's license received
- Copy of CPR card (Scheduled for _____)
- Copy of TB test received
- Copy of Social Security card received
- Copy of automobile insurance received
- Email requested
- Direct Deposit Authorization Form
- W-9 Form
- Status Form

Inspiravance

- EVV Incare mobile app
- Identifying and Reporting Abuse and Neglect
- Human Rights & Individual Rights
- HIPPA Workforce Training
- Universal Precautions
- Foundations of Medication Administration Part one ____ Part two ____
- Incident Report Basics
- Basic First Aid

Orientation Training and Checklist Part 1

- Federal False Claims Act training
- Individual Rights & Personal Freedoms training
- Abuse Investigation training _____
- Incident Report training _____
- Confidentiality & Individual Records training
- Emergency Evacuation Procedures training _____
- Home environment checklist

Orientation Training and Checklist Part 2

- Risk plan & individual-specific training
- Contract
- Signature Verification page

Online Training

- IC Dashboard
- Online Code of Ethics policy
- Online Conflict of Interest policy
- Copy of homeowner's insurance received
- Vehicle maintenance & Registration
- "Upload Document" tab
- "Evacuation Drill" tab
- "Mail" tab & email importance

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Independent Contractor Onboarding Checklist

InFocus Training

- InFocus login
- "Dashboard" tab
- "Messages & Notifications" tab
- "Scheduling" tab & adding shifts
- Different types of services
- "Note entry" tab & entering notes
- Goal training and scoring & explanation
- "Reports" tab & generating reports

Trainee Signature

Date

Trainer Signature

Date

Independent Contractor Trainer Cheat Sheet

**Read carefully before training a new IC. This should be your first step in the prep work for the training.*

Before the training meeting

Print

- 2 copies of the IC contracts – one they will sign, and it will go in our records, the other will be their copy with important info highlighted
- Signature Page
- HRP with signature page (they can keep the HRP and you keep the signature page)

Bring

- Checklist – ensure each check box is updated and inform the individual what they need to bring
- Printed forms for signatures including those items listed on the checklist under “Orientation training checklist Part 1” (put these papers in order for ease of access, you will collect the signature pages and all else stays with them), the CVL Code of Ethics Policy, and the Environmental checklist if they are providing support in their home
- Notebook / CVL pen for the Contractor
- IC Cheat Sheet Binder

InFocus check

- Check correct access by going to **Manage – Staff - IC Name - Change Roles and Clients** then make sure that the following boxes are checked; DSP, Contractor, Family and Guardian (only if applicable)
- Click **Update Access**
- Under ‘Manage Staff and Client Assignments’ add the name of the individual served in the client box
- Click **Update Roles**

InCerts

- If there are any Certs in red, either exclude the requirement or put in a false date and be sure to communicate that they won’t be able to start until we have everything in the system
- Sign in with the IC’s credentials to be sure you can access InFocus

Training

- Train in a place you will have internet access and tell the trainee to bring the device they will be using to document with them so they can be trained on their specific device if possible
- We will keep the originals of everything they sign and can get them a copy at any time
- Let them know that there is a lot in InFocus that they won’t ever need to access
- This is a perfect time to start them off on a good foot by really explaining the importance of timeliness and quality of documentation and goal scoring
- At the end have them sign the checklist on the signature page



After the training meeting



- Be sure to email your Program Support Coordinator (PSC) and/or your Regional Director to ensure they enter the certifications acquired during training (contract, signature sheet, etc.) which are not automatically emailed (conflict of interest, code of ethics, anything from the contractor dashboard, etc.).
- Be sure you check for false dates you may have entered for training purposes and reset those back immediately for accuracy.
- Be sure to ask your PSC or Director to delete the demonstration schedule and note entries completed during training.



Remember

- When you are entering the training note with them remember it cannot be done for a future date or for a date that is outside of the dates entered for any InCerts;
(ex. You are training on 5/27. They completed the last the Inspiravance tests on 5/25. You could only submit a training for 5/25, 5/26, or any time period before your training on 5/27.)
- Remind your trainee about the awesomeness of the Cheat Sheet binder! Let them know that many questions can be answered there so check it first and then reach out to us if need be.

Course Dashboard











-  - Course is pending assignment
-  - Exam passed

-  - Course assigned and ready
-  - Exam failed, may retry















-  - Exam in progress
-  - Exam failed & locked

Have an idea that you would like to see added as a training opportunity to Inspirance? Tell us by clicking [here!](#)

Required

-  Basic First Aid
-  HIPAA Training (2020)
-  ~~HIPAA Workforce Training~~
-  Human Rights and Client Rights: Honoring to Advocacy
-  Identifying and Reporting Abuse and Neglect Training
-  ~~Incident Report Basics~~
-  Incident Report Basics (2020)
-  Principles of Medication, Part 1
-  Principles of Medication, Part 2
-  Universal Precautions

Foundation for a Valued Life

-  Foundation for a Valued Life: Introduction and Welcome
-  Foundation for a Valued Life: Valued Social Roles
-  Foundation for a Valued Life: Social Valuation
-  Foundation for a Valued Life: Social Role Valorization
-  Foundation for a Valued Life: Leaning Toward the Valued Side
-  Foundation for a Valued Life: Experiencing the Ordinarily Valued
-  Foundation for a Valued Life: Positive Awareness
-  Foundation for a Valued Life: Service Relevance and Potency
-  Foundation for a Valued Life: Imitation and Interpersonal Identification
-  Foundation for a Valued Life: Valued Skills and Abilities
-  Foundation for a Valued Life: The Power of Mindsets and Expectancies
-  Foundation for a Valued Life: Creating Positive Impressions
-  Foundation for a Valued Life: Role Fulfillment in the Real World
-  Foundation for a Valued Life: Bringing It All Together

FEDERAL FALSE CLAIMS ACT EDUCATION

BACKGROUND: As a recipient of federal health care program funds, including Medicaid Waiver payments, Community Ventures in Living, Ltd is required by law to include in its policies and provide to all employees, agents and contractors, detailed information regarding the federal False Claims Act and applicable state civil and criminal laws intended to prevent and detect fraud, waste, and abuse in federal health care programs.

The False Claims Act is a federal law that makes it a crime for any person or organization to knowingly make a false record or file a false claim regarding any federal health care program, which includes any plan or program that provides health benefits, whether directly, through insurance, or otherwise, which is funded directly, in whole or in part, by the United States Government or any State health care program. "Knowingly" includes having actual knowledge that a claim is false or acting with "reckless disregard" as to whether a claim is false. Examples of potential false claims include knowingly billing Medicaid for services that were not provided, submitting inaccurate or misleading claims for actual services provided, or making false statements to obtain payment for services.

As outlined below, the False Claims Act contains provisions that allow individuals with original information concerning fraud involving government health care programs to file a lawsuit on behalf of the government and, if the lawsuit is successful, to receive a portion of recoveries received by the government.

POLICY STATEMENT: Community Ventures in Living (CVL) is committed to conducting its affairs in accordance with all applicable Federal and State laws, regulations, licensing and contract obligations. CVL strives to conduct all of its business affairs in a fair, equitable and ethical manner and to prevent and detect violations of the law by any of its employees, providers, or contractors, and exercise due diligence in seeking to prevent and detect abuse, fraudulent or criminal acts by its employees or agents. CVL has implemented a variety of policies and practices such as our documentation policy, hiring and screening practices, background and federal exclusion checks, documentation review processes and quality assurance and auditing practices which aid the agency in maintaining ethical and positive outcomes.

POLICY PURPOSE: The purpose of this CVL policy is to provide education to all employees, contractors, and agents with educational information concerning false claims and the Federal and State False Claims Act.

POLICY:

It is the policy of CVL to detect and prevent fraud, waste, and abuse in Federal health care programs. The Executive Director shall have the authority and responsibility for the implementation of this Policy/Plan. Specifically, the Executive Director and/or designee shall have the authority and responsibility for compliance with governmental laws and regulations pertinent to CVL, including taking all the required and needed actions to assure accurate billing for services provided to persons; to direct repayment when necessary; and, to report misconduct to enforcement authorities.

The appointment of employees, contractors, and agents of CVL is contingent in part on acceptance of and compliance with this Policy.

This policy is not intended to replace other compliance practices or rules and regulations as defined elsewhere in any CVL Policies and Procedures Manuals or Standard Operating Procedures.

Definitions:

Fraud is defined as the intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or some other person.

Abuse is defined as provider practices that are inconsistent with sound fiscal, business, or service practices, and result in an unnecessary cost to the Medicaid program, or in reimbursement for services that are not necessary or that fail to meet professionally recognized standards for health care.

PROCEDURE:

Education

CVL shall provide education to its employees, contractors, and agents regarding the FCA, Federal and State whistleblower protections, and other applicable State civil or criminal laws.

Responsibility for Compliance

Each employee, contractor and agent is responsible for following the agency's policies and procedures including using good faith efforts to comply with applicable laws and conducting business in an ethical and legal manner. Employees are also responsible for identifying and reporting fraud and abuse as set forth in agency policies and procedures.

As required by 42 U.S.C. 1396 a(a)(68) it is the policy of CVL to provide the following detailed information to all employees, contractors, and agents about Federal and State False Claims Acts and this organization's policies and procedures to detect and prevent fraud, waste, and abuse.

Duty to Report:

It is the duty of every employee, contractor, and agent to report any actual or suspected violations of the Policy, including any conduct which is believed in good faith to be a violation of this Policy. This shall immediately be reported through the Executive Director, the Board of Directors or in writing. Employees, contractors, and agents should report or discuss suspected violations with their immediate supervisor or administrator. Additionally, supervisors and administrators should promptly report confirmed violations, via phone as well as in writing to the Executive Director. Anyone has the right to confidentially and anonymously discuss or inquire about compliance issues or report suspected violations directly to the Executive Director.

CVL will protect the identity, to the fullest extent allowed by law, of anyone reporting violations, as well as the individual that is the subject of such reporting. It is a serious violation of this policy to falsely report a violation or to retaliate or attempt to retaliate against anyone who makes a good faith report of a suspected or known violation.

Non-Retaliation:

There will be no reprisals for inquiries or good faith reporting of actual or possible violations of this policy. CVL will not retaliate against any employee, contractor, or agent for taking any lawful action under the covered laws and regulations. Any report will provide information that will either uncover an actual or potential problem, and/or provide CVL an opportunity to correct something. Moreover, CVL will not retaliate for reporting any potential compliance concern, as described in the whistleblower protection policy.

Retaliation against any employee for participating in good faith in an investigation of suspected misconduct is prohibited. Acts of retaliation should be reported immediately and will not be tolerated.

Billing Documentation and Reporting

Billing documentation and reporting activities are to be performed in a manner consistent with payor regulations and requirements, and in accordance with CVL documentation and billing practices.

Audit and Monitoring Procedures

To assist in its efforts to detect and prevent fraud, waste, and abuse, CVL conducts regular audit and monitoring procedures, both internally and externally when appropriate. Said audits will be utilized to: identify compliance problems, correct such problems promptly and thoroughly, identifying potential compliance problems and instituting preventive measures, implementing procedures, policies and systems as necessary to reduce the potential for recurrence.

Corrective Action:

If billing errors or billing requirements violations are discovered, CVL will take steps to prevent any further similar violations. To the extent possible, CVL shall take the necessary steps to ensure that any necessary refunds of any overpayments from third party payers are promptly completed. Corrective actions may include enhancing systems, providing feedback and education, and, if warranted, imposing disciplinary measures.

Actions that Violate the Policy

Any employee who engages in actions that violate the False Claims Act, and/or other applicable State civil or criminal laws, as well as any employee who has knowledge of any other employee who is engaging in actions that violate these, and does report it, will face disciplinary action consistent with current disciplinary processes.

Contractor or Agent Agreements

All agreements executed between CVL, and contractors and agents will include provisions that ensure compliance with this policy.

Investigating Violations

CVL management will promptly and thoroughly investigate reports of suspected violations. When indicated, compliance issues will be reported to the BDDS, the Office of Medicaid, and additional governmental and/or other agencies.

Investigations Conducted by Governmental and/or Other Agencies

CVL and all those working on its behalf will cooperate fully and promptly with investigations conducted by governmental and other regulatory agencies. Information provided to these agencies, whether in writing or through personal interview, will always be truthful, complete, and unambiguous. Alteration or destruction of documents in anticipation of a government request for them is prohibited.

CVL requires that all non-routine requests received from outside agencies, whether for written documentation and/or personal interviews, be reviewed and approved by an administrator before any information is sent or an interview is scheduled.

Disciplinary Action for Violations

Disciplinary action for violations will be consistent with current Agency disciplinary rules, and in addition can include reporting for possible civil or criminal prosecution.

FEDERAL AND STATE LAW AND REQUIREMENTS

A. Federal False Claims Act

The Federal False Claims Act, among other things, applies to the submission of claims by health care providers for payment by Medicare, Medicaid, and other Federal and State health programs. The False Claims Act is the federal government's primary civil remedy for improper or fraudulent claims. It applies to all federal programs, from military procurement contracts to welfare benefits to health care benefits.

B. Prohibitions of the Federal False Claims Act

The False Claims Act prohibits, among other things:

- Knowingly presenting or causing to be presented to the federal government a false or fraudulent claim for payment or approval;
- Knowingly making or using, or causing to be made or used, a false record or statement in order to have a false or fraudulent claim paid or approved by the government;
- Conspiring to defraud the government by getting a false or fraudulent claim approved as paid and;
- Knowingly making or using, or causing to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the government.

"Knowingly" means that a person with respect to information has:

- actual knowledge of the information
- acts in deliberate ignorance of the truth or falsity of the information; or
- acts in reckless disregard of the truth or falsity of the information, and no proof of specific intent to defraud is required to establish liability under the act.

C. Enforcement

The United States Attorney General may bring civil action for violation of the False Claims Act.

D. Protection for “Whistle blowers”

The False Claims Act protects whistleblowers. Included by reference in this policy is CVL’s “Whistleblower Protection Policy” (8/11/2008), which protects any staff member, agent, or volunteer who reports waste, fraud, or abuse from being retaliated against in any way for making a report.

E. Violation of the False Claims Act (FCA)

Violations of the FCA may lead to civil penalties of \$5,000 to \$11,000. Fines may also include triple damages up to three times the amount of the original penalty and as a result of felony conviction, a violator can be excluded from participating in the Medicare and Medicaid programs and other federal programs.

These are also criminal laws prohibiting false claims, which prohibit knowingly and willingly making or causing to be made any false statement or representation or material fact in any claim or application for benefits under Medicare or Medicaid. Violations are felonies and are punishable by imprisonment and/or fines.

Other federal criminal laws may be used to prosecute the submission of false claims, including prohibitions on making false statements to the government and engaging in mail fraud.

INDIANA LAW

Indiana laws provide that a person presenting a false claim for payment to the Indiana Medicaid program is liable to the state for damages and civil penalties, and provide that Medicaid fraud is a criminal act. In addition, the Indiana False Claims and Whistleblower Protection Act (the “IFCA”), similar to federal law, allows private individuals to file civil lawsuits to recover monetary damages against violators of the laws against false and fraudulent Medicaid claims and protects employees from being discharged or discriminated against because they objected to an act in violation of the IFCA or initiated or participated in proceedings brought under the IFCA.

Indiana False Claims and Whistleblower Protection Act

Indiana Code § 5-11-5.5-2 , among other things, provides that a person who knowingly or intentionally (a) presents a false claim to the state for payment or approval, (b) makes or uses a false record or statement to obtain payment or approval of a false claim from the state or (c) conspires with another person or causes or induces another person to perform an act described in (a) or (b) is liable to the state for a civil penalty of at least five thousand dollars and up to three times the amount of damages sustained by the state, plus the costs of a civil action brought to recover a penalty or damages. The Attorney General has jurisdiction to investigate a violation of the IFCA and, if a violation is discovered, may bring a civil action under procedures specified in the IFCA against a person who may be liable for the violation.

A person may bring a civil action for a violation of the IFCA on his own behalf and on behalf of the state. The person bringing the action must serve a copy of the complaint and a written disclosure that describes all relevant material evidence and information the person possesses to

both the Attorney General. The complaint in the civil action remains under seal and is not served on the defendant while the Attorney General determine whether to intervene in the case. If the Attorney General intervenes, they proceed with the action, and if the Attorney General does not intervene, the person who initially filed the complaint may proceed with the action. The IFCA contains detailed provisions regarding participation by the person filing the complaint and dismissal or settlement of the civil action which are beyond the scope of this summary.

If the Attorney General intervened in the civil action and the state prevails, the person who initially filed the complaint is entitled to receive at least fifteen percent and not more than twenty-five percent of the proceeds of the action or settlement, plus reasonable attorney's fees, and an amount to cover the expenses and costs of bringing the action. If the court finds that the evidence used to prosecute the action consisted primarily of specific information contained in a transcript of a criminal, civil or administrative hearing; a legislative, administrative or another public report, hearing, audit, or investigation; or a news media report, the share of the person who initially brought the action is reduced to not more than ten percent.

If the Attorney General did not intervene in the action, the person is entitled to receive at least twenty-five percent and not more than thirty percent of the proceeds of the action or settlement, plus reasonable attorney's fees, and an amount to cover the expenses and costs of bringing the action.

If the person bringing the civil action planned and initiated the violation of the IFCA or was convicted of a crime related to the person's violation of the IFCA, such person is not entitled to any amount of the proceeds of the action or settlement. If the Attorney General did not intervene in the action and the defendant prevails, the court may award the defendant reasonable attorney's fees plus an amount to cover the expenses and costs of defending the action if the court finds that the action is frivolous.

The IFCA includes whistleblower protection provisions that allow an employee to bring suit if the employee has been discharged, demoted, suspended, threatened, harassed, or otherwise discriminated against in terms and conditions of employment by his or her employer because the employee objected to an act in violation of the statute or initiated, testified, assisted, or participated in an investigation, action or hearing under the statute.

The employee is entitled to all relief necessary to be made whole, including reinstatement, two times the amount of back pay owed, interest on back pay and compensation for any special damages including costs and expenses of litigation and reasonable attorney's fees.

Medicaid Fraud

Under Indiana Code § 35-43-5-7.1, a person who knowingly or intentionally obtains payment from the Medicaid program by means of a false or misleading oral or written statement or other fraudulent means commits Medicaid fraud, a Class D felony. If the fair market value of the offense is at least one hundred thousand dollars, the crime is a Class C felony. A person convicted of a Class D felony is subject to imprisonment for a fixed term of between six months and three years, plus a fine of not more than ten thousand dollars. The penalty for a Class C felony is imprisonment for a fixed term of between two and eight years, plus a fine of not more than ten thousand dollars.

Community Ventures in Living

Federal False Claims Act Training Acknowledgement

1. I have read and understand the Community Ventures in Living policy regarding the Federal False Claims Act and I will comply with that policy

Trainee _____ Date _____
Signature

Trainer _____ Date _____
Signature

COMMUNITY VENTURES IN LIVING, LTD

Individual Rights Statement and Policy

POLICY STATEMENT

Community Ventures in Living, Ltd (CVL) is committed to providing services in a manner that protects the rights of each individual and encourages an individual to exercise those rights when he or she so desires. CVL will ensure that an individual's rights as guaranteed by the Constitution of the United States, the Constitution of Indiana and the United Nations statement on human rights are not infringed upon. CVL will provide a copy of this Individual Rights Statement Policy to the individual and/or individual's representative at the initial service establishment and in no case more than seven (7) days after providing services to the individual.

PROCEDURE

CVL will assure that every individual has the right to:

1. receive information necessary to give informed consents prior to the start of any service, and;
2. refuse treatments, intervention and services, and;
3. humane care and protection from harm, and;
4. be encouraged and assisted to submit complaints or recommendations concerning the policies and services of Community Ventures in Living, its' Executive Director, Director of Quality, Program Directors, CSC or other employees, without fear of negative consequences to their services at 765.449.0784, and;
5. be treated with consideration, respect and to receive full recognition of dignity and individuality, and;
6. be protected from maltreatment, abuse, exploitation, or neglect. Any alleged violation of this right is to be reported to the agency's Executive Director and will be investigated, and;
7. be given privacy during the care of personal needs, and;
8. have records and service treated confidentially, including name, personal/family information and agency records. Also, to give written consent before information from records may be released to someone not otherwise authorized by law to receive it, and;
9. examine and copy records, at their expense, in accordance with applicable laws and proper notice, and;
10. be informed of anticipated termination of service or plans for the transfer of service to another agency, and;
11. have property treated with respect, and;
12. temporarily suspend, permanently terminate, temporarily add, and permanently add services in the service plan, and;
13. file grievances regarding services furnished or regarding the lack of respect for property by the personal services agency and is not subject to discrimination or reprisal for filing a grievance, and;
14. be free from verbal, physical, and psychological abuse and to be treated with dignity, and;
15. know that CVL office hours are Monday through Friday 8:00am to 4:30 pm and that our offices are closed Saturdays, Sundays, and all national holidays. Any changes in office hours will be communicated in writing to the individual at their home address, and that the CVL office contact information is:
 - i. Office Address is: 60 Professional Court, Lafayette Indiana 47905
 - ii. Office phone number is: 765.449.0784.
 - iii. Toll free number is : 800.474.2571
 - iv. Fax number is: 888.901.4782
16. know that CVL has a manager On-call after normal business hour and can be reached by calling: 765.449.0784 or 800.474.2571.

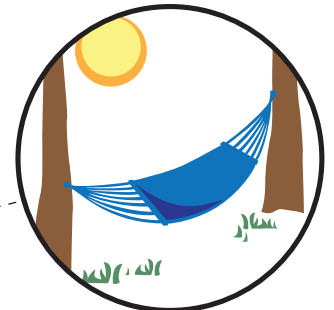
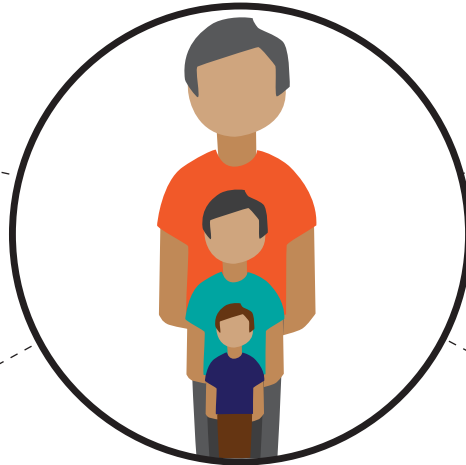
| | |
|---|-------|
| I have received a copy of these rights as an individual of CVL services. | |
| Individual or individual's Rep Signature: | Date: |
| CVL Employee or Witness Signature: | Date: |



TYPICAL LIFE CYCLE



Work & Fair Pay



Leisure & Rest



Marriage & Children



Equal Education

HEALTH & SAFETY



Access to Healthcare



Food Shelter & Clothing



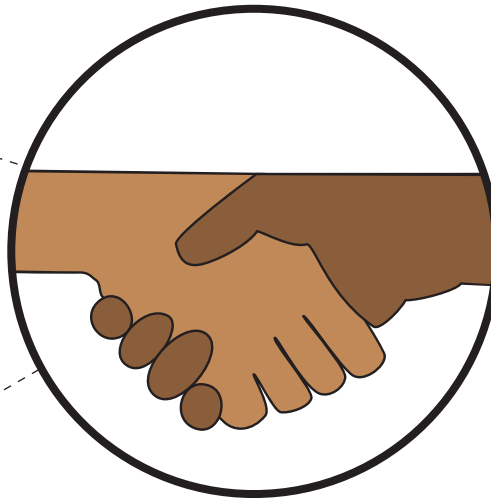
Freedom from Harm



DIGNITY & RESPECT



Control of Finances



Privacy



Due Process

CHOICES & DECISIONS



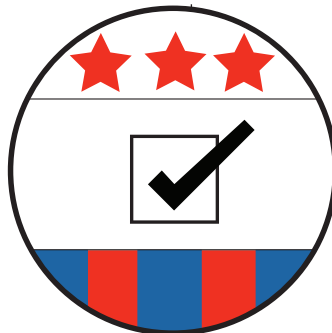
Assembly & Association



Freedom of Religion



Freedom of Speech



Right to Vote & Citizenship



Possession & Ownership

COMMUNITY VENTURES IN LIVING, LTD

Code of Ethics Policy

PREAMBLE

The mission of Community Ventures in Living (CVL) is to assist and support persons who are developmentally disabled and their families to establish and/or maintain homes that are truly their own. The services of the agency are founded on the belief that every individual has the right to live as a valued and accepted member of the community. Recognizing that from time to time every individual needs support, we strive to help individuals who have disabilities and their families to live as independently as is appropriate and to create an environment where dignity, a positive social role, inclusion into the community, self-direction, and a feeling of self-worth are enhanced through supporting individual strengths, relationships and the acquisition of life skills.

CVL recognizes that to accomplish this mission the agency must be able to draw upon an engaged and vibrant workforce that is guided by selfless leaders that deeply understand the organization's philosophy and ideals.

POLICY STATEMENT

Professional ethics are at the core of the work of CVL. The agency has an obligation to articulate its basic values and ethical principles. The *Code of Ethics* sets forth these values and principles to guide employee's and contractor's conduct. The *Code of Ethics* is relevant to all agency employees and contractors, regardless of their professional functions, the settings in which they work, or the individuals they serve.

The *Code of Ethics* serves six purposes:

1. The *Code* identifies core values on which the agency's mission is based.
2. The *Code* summarizes broad ethical principles that reflect these core values and establishes a set of specific ethical standards that should be used to guide our work.
3. The *Code* is designed to help identify relevant considerations when professional obligations conflict or ethical uncertainties arise.
4. The *Code* provides ethical standards to which the general public can hold the work of the agency accountable.
5. The *Code* socializes employees and contractors new to the profession to CVL's mission, values, ethical principles, and ethical standards.
6. The *Code* articulates standards that the agency itself can use to assess whether employees and contractors have engaged in unethical conduct.

A code of ethics cannot guarantee ethical behavior. Moreover, a code of ethics cannot resolve all ethical issues or disputes or capture the richness and complexity involved in striving to make responsible choices within a moral community. Rather, a code of ethics sets forth values, ethical principles, and ethical standards to which professionals aspire and by which their actions can be judged. Individual's ethical behavior should result from their personal commitment to engage in ethical conduct. The *Code of Ethics* reflects the commitment of all agency employees and contractors to uphold professional values and to act ethically. Principles and standards must be applied by individuals of good character who discern moral questions and, in good faith, seek to make reliable ethical judgments.

Core Values

- **Integrity, Accountability and Responsibility**
- The inherent **Dignity** and worth of all persons
- **Respect** for each individual
- **SRV**-based service philosophy

COMMUNITY VENTURES IN LIVING, LTD

Code of Ethics

Employees/Independent Contractors/Agents of CVL shall:

- a. Provide professional services with objectivity and respect for the unique needs and values of the individual being provided services; and
- b. Provide sufficient objective information to enable an Individual, or the individual's legal representative, to make informed decisions; and
- c. Avoid discrimination on the basis of factors that are irrelevant to the provision of services; and
- d. Accurately present professional qualifications and credentials; and
- e. Assume responsibility and accountability for personal competence in providing services; and
- f. Maintain professional licensure or accreditation; and
- g. Adhere to acceptable standards for the owner, director, officer, employee, contractor, subcontractor or agent's area of professional practice; and
- h. Comply with all laws and regulations governing a licensed or accredited person's profession; and
- i. Maintain the confidentiality of individual information consistent with the standards of IAC 460 and all other state and federal laws and regulations governing confidentiality of individual information; and
- j. Conduct all practice with honesty, integrity, and fairness; and
- k. Fulfill professional commitments in good faith; and
- l. Inform the public and colleagues of services by using factual information; and
- m. Recognize the personal dignity of the individual; and
- n. Be responsive to the needs of the individual including providing dependable and punctual service; and
- o. Be alert to physical and mental changes in an individual, and safety hazards in the home, reporting any potentially dangerous behaviors or environmental problems to the office staff; and
- p. Be alert to any signs of physical, medical, emotional or financial abuse and report signs to the agency immediately; and
- q. Present a professional appearance at all times; and
- r. Provide a non-stressful environment for the individual by not talking to the individual about personal problems or beliefs; and
- s. Remember that the acceptance of gifts, gratuities, or solicitation of money or goods from the individual is unacceptable; and
- t. Treat the individual's property with respect; and
- u. Be respectful to the individual's health condition, protecting individual from disease and infection.

Signature/Date Trainer

Signature/Date Trainee

COMMUNITY VENTURES IN LIVING, LTD

COMPLAINT AND ALLEGATION INVESTIGATION POLICY

(Including: Abuse/Neglect/Exploitation, Human Rights or Personal Freedom Violation, Theft, Service Failure, Policy/Procedure Violation, HIPAA or Privacy Violation, Fraud, Injury, and Others)

PREAMBLE

The mission of Community Ventures in Living (CVL) is to assist and support persons who are developmentally disabled and their families to establish and/or maintain homes that are truly their own. The services of the agency are founded on the belief that every individual has the right to live as a valued and accepted member of the community. Recognizing that from time to time every individual needs support, we strive to help individuals who have disabilities and their families to live as independently as is appropriate and to create an environment where dignity, a positive social role, inclusion into the community, self-direction, and a feeling of self-worth are enhanced through supporting individual strengths, relationships and the acquisition of life skills.

CVL has created a policy and procedure framework to guide the services and actions of the agency and its agents toward providing services to all individuals that are ethical, supportive and produce positive outcomes. CVL strives to conduct all business practices adhering to the highest business principles and values to promote a business model that not only reflects care for individuals served, employees and agents, but does so in a way that creates a solid financial foundation so that the services of the agency have a long-term future.

This framework of policy guidance outlines a wide variety of activities that are to occur as well as practices and activities that are restricted. When the agency's policies, guidelines or values are violated it is the expectation that all individuals served, employees, and agents of the agency have a duty to report the infraction and that the Agency investigate the complaint to ascertain if further action, discipline or revision of policy or procedure needs to occur to maintain the high standards of the organization.

POLICY STATEMENT

Community Ventures in Living, LTD (CVL) is committed to maintaining and promoting the highest professional standards to support people with disabilities. It is the policy of CVL to insure, to the extent reasonably possible, that all CVL policies and procedures are followed and that any meaningful violation of policy is reported. Further, CVL is committed to protecting the safety and wellbeing of the individuals we support and, when necessary, a thorough and complete internal investigation will be completed in any and all instances where credible allegations are made concerning such policy violations.

It is our belief that through ongoing training, education, advocacy and self-monitoring, prevention of abuse, neglect and exploitation can be achieved. A critical component of self-monitoring is conducting a thorough and complete investigation in response to credible complaints or allegations. Therefore, CVL, has implemented the following Complaint and Allegation Investigation Policy.

PROCEDURES FOR REPORTING

1. Any CVL Employee, Independent Contractor or Agent who has knowledge of or becomes aware of a violation must report verbally or make anonymous complaint either by telephone or letter to her/his supervisor, Executive Director, Director of Services or Program Director. Detailed information regarding reporting is provided to Employees, Independent Contractor or Agent in the initial orientation. **As provider of services, Employees, Independent Contractors or Agents are mandated reporters of abuse and neglect and as such are required to report any suspicion of abuse or neglect of an individual immediately upon knowledge.
2. CVL will respond to any and all reports from all non-employee sources including individual receiving supports, guardians, funding source representatives and other interested parties. Any and all reports shall be investigated. Once received, the complaint process is as follows but the final determination must be completed within 14 days of the notification.
 - 2.1. The Supervisor, Executive Director, Director of Quality or Program Director will take immediate steps to ensure that further abuse/neglect does not occur. This may include law enforcement intervention.
 - 2.2. Within 24 hours, the supervisor, Executive Director, Director of Quality or Program Director must initiate a Complaint Report and Investigation Form and complete an Incident Report if required.
 - 2.3. Within 24 hours, the Supervisor, Executive Director, Director of Quality or Program Director will determine whether probable cause exists for conducting an investigation. If so, an investigation will be initiated.
3. Where probable cause exists to suspect abuse, neglect, mistreatment, or abandonment the Supervisor, Executive Director, Director of Quality, or Program Director will:
 - 3.1. Immediately notify the appropriate parties through oral communication.
 - 3.2. Employees, Independent Contractors or Agents of CVL who have been accused of individual abuse may be reassigned to non-individual care duties or suspended from duty until the results of the investigation is completed.
 - 3.3. While the investigation is being conducted, CVL will comply with police and or APS concerning unsupervised access by the accused to the individual(s).

INVESTIGATION OF SIGNIFICANT POLICY VIOLATIONS, INCLUDING ALLEGATIONS OF ABUSE, NEGLECT OR EXPLOITATION, WILL INCLUDE:

1. Review of the reports.
2. Interview of the reporter, vulnerable adult, and possible witnesses.
3. Determination of whether or not the report was made in good faith.

4. Determination of whether there is cause to suspect abuse/neglect.
5. Review of other pertinent factors.
6. The Supervisor, Executive Director, Director of Quality or Program Director will assemble written documentation including the initial critical incident report findings of the investigation and other pertinent information. A report will be prepared which includes:
 - 6.1. A detailed reason for the investigation;
 - 6.2. A summary of investigation findings including confirmed and unconfirmed allegations;
 - 6.3. A summary of the conclusions;
 - 6.4. Recommendations for corrective actions to be taken; and
 - 6.5. Notation of individuals who should receive the report and who will be responsible for implementation.
7. Should the investigation substantiate that resident/individual abuse occurred, the Executive Director, Director of Quality or Program Director will report findings to the local police department and others as may be required by state and federal laws.
8. If CVL, suspects that an individual is being abused or neglected by an employee of another support provider, then the agency will document such incidents in the individual's file and report such incidents to the other provider and police.
9. Should the investigation reveal that a false report was made/filed, the investigation will cease. Residents, family member, state agencies, etc., will be notified of the findings.
10. A file will be maintained in the Executive Director's office of the completed record for all internal investigations. This file will be kept locked and separate from individual files to assure confidentiality of all parties. Each file will be kept for a period of three years.
11. Inquiries concerning abuse reporting and investigation should be referred to the Executive Director, Director of Quality or Program Director.
12. Any actions by any agent, employee or contractor which are violations of the agencies policies on Human Rights, Personal Freedoms, Protection Financial Resources for Individuals Served, or abuse and neglect will be subject to disciplinary action up to and including immediate termination of staff or contractor's relationship with the agency and referral to authorities for further review and, if warranted, prosecution.
13. Criteria for Notifying CPS/APS
 - 13.1. When there is probable cause that physical, sexual or financial abuse has occurred.
 - 13.2. When facts indicate negligence or abandonment, which endangers an individual's health and safety.
 - 13.3. When law enforcement has been contacted.
 - 13.4. When in doubt, contact the CPS/APS for assistance in assessment of the situation.
 - 13.5. Notification consists of a timely phone call to designated abuse and neglect liaison and of forwarding all written reports when completed. Upon notification, the provider may request an independent investigation be required to include:
 - 13.5.1. Multiple provider agencies are involved and have conflicting views about handling reporting and investigating procedures.
 - 13.5.2. Agency lacks the ability and/or resources to do an objective or through investigation.

CRITERIA FOR NOTIFYING LAW ENFORCEMENT

1. If a need for emergency response is determined, or it appears a crime has occurred, the police should be notified immediately.
2. Where a situation is determined to require law enforcement assistance, but is not an emergency, the case should be reported to the police for assignment and follow-up. If the crime is sexual in nature a sensitive crime specialist should be contracted for consultation.
3. If staff is uncertain as to appropriateness of law enforcement involvement, a contact with CPS/APS for assistance in assessment should be made.
4. When notifying police inform them of the individual's disability and provide names of any support agencies involved.

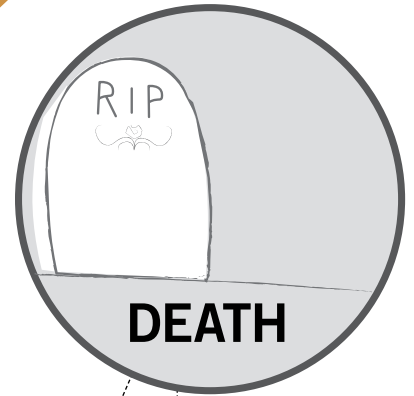
Community Ventures in Living REPORTABLE INCIDENTS

CVL keeps track of certain incidents to insure the safety of those we serve. If something happens that puts an individual's health and safety at risk, please report it immediately to CVL at 1-800-474-2571. An incident report must be filed with the State within 24 hours of its occurrence.

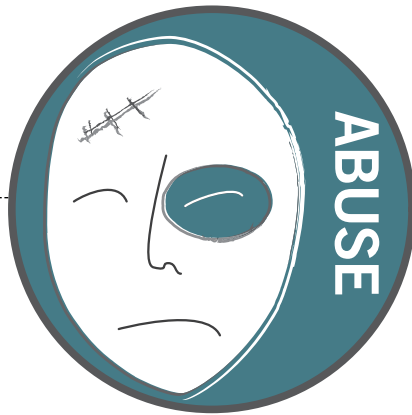


NEGLECT

you don't have a safe place to live, food to eat or medicine that you need



DEATH



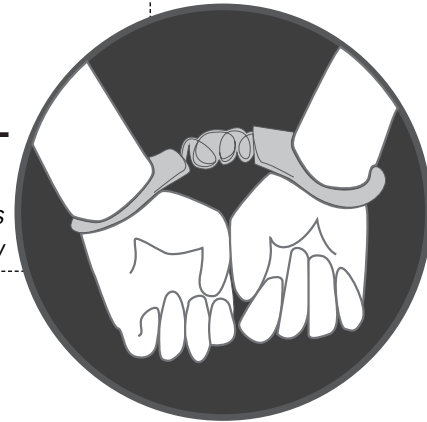
ABUSE

someone has hurt or mistreated you in any way



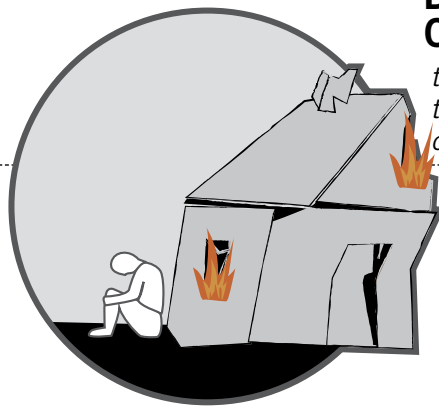
EXPLOITATION

someone has used your money, belongings or identity for their own, or someone else's, profit



CRIMINAL ACTIVITY

anything that is against the law



DANGEROUS CONDITIONS

things that make your home or the place that you receive services dangerous including infestation



ELOPEMENT

someone has run away or is missing

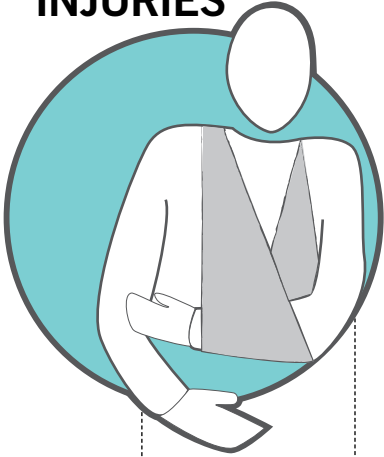


PEER-TO-PEER AGGRESSION

a peer hurts you so badly that you need first aid or help from a doctor or nurse



SIGNIFICANT INJURIES

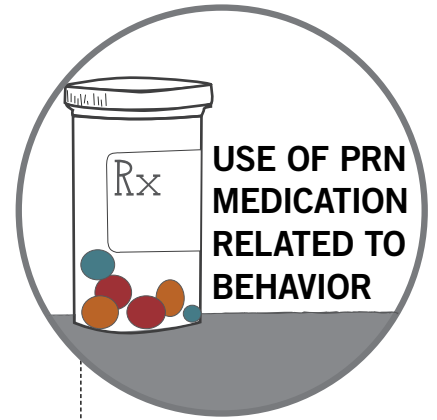


including, but not limited to: fractured or broken bones; any second or third degree burns; choking; three inch bruises or repeated bruising; a cut requiring nurse or doctor attention; bedsores; bite or puncture wounds; eating or drinking things that are not food or beverage

STAFF INJURIES



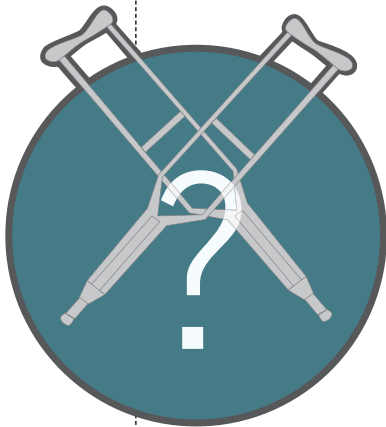
if an employee is injured while on the job



USE OF PRN MEDICATION RELATED TO BEHAVIOR

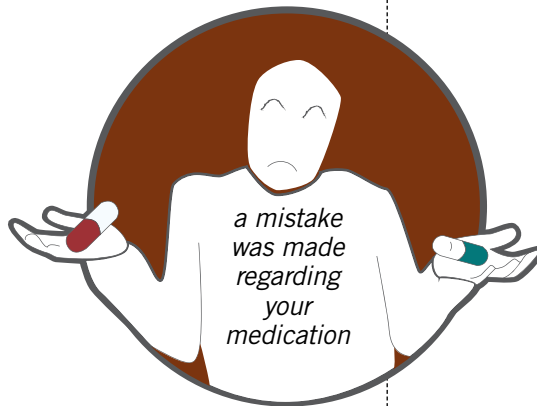
you are given medicine that you only receive when behaviors happen

MEDICATION ERROR



INJURY WITH UNKNOWN CAUSE

any type of injury and no one knows how it happened



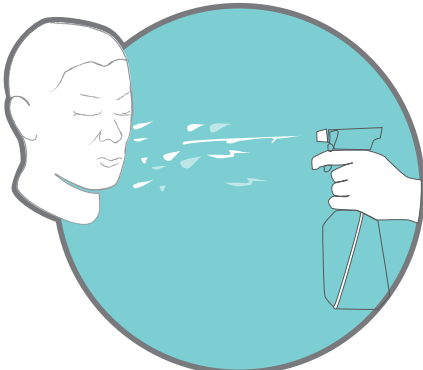
a mistake was made regarding your medication



EMERGENCY INTERVENTION

using emergency medical/pshyciatric services

USE OF ANY AVERSIVE TECHNIQUE



If any of these things is done to you, it must be reported.



FALLING

any fall resulting in injury

USE OF ANY PHYSICAL OR MECHANICAL RESTRAINT



you are held in place so you cannot move



COMMUNITY VENTURES IN LIVING, LTD

Confidentiality and Individual Records

POLICY STATEMENT: Employees of Community Ventures in Living will maintain confidentiality regarding all knowledge, records and contact with families and individuals through the services provided or contacts made on behalf of CVL. This practice will be in compliance with HIPAA Privacy and Security Rules.

POLICY FORMAT:

1. The affairs of Community Ventures in Living, employees, providers, and individuals are confidential.
2. An employee is prohibited from disclosing any information about an individual to persons who are unauthorized. A violation of confidentiality may be grounds for termination depending on the seriousness of the act.
3. Active case records are kept in the central electronic and paper filing system and only authorized Agency personnel may access information from these files.
 - a. The Program Director, Program Manager and Staff assigned to the case will have access to files.
 - b. Paper records will be kept in a locked file in the Agency unless signed out by the Program Director or Program Manager for legitimate program uses.
4. Closed case records are retained by Community Ventures in Living Agency's Administrative office for a minimum of at least seven (7) years. In the case of a minor, the records shall be retained until the minor reaches age twenty-one (21) or seven (7) years, whichever is greater.
5. The individual's written consent is obtained for release of information, not authorized by law, from both active and closed records. A consent from must be signed for all photographs or picture stories used by news media.
6. All state and federal laws and regulations regarding releasing of medical records will be observed, including the release of drug and alcohol treatment information.
7. If an individual is transferred to another health facility, a copy of the record or abstract (i.e.: discharge summary) necessary for the continuity of the individual's care shall, on request, be forwarded to that facility, providing authorization has been obtained by CVL from the individual to release such information, not authorized by law.
8. All individuals have the right to confidential treatment of personal and medical records and to approve or refuse their release to any individual outside the Agency, except information that is required by law or third-party payment contract. If the individual's records are subpoenaed, the Agency will not obey until notifications of the individual (if time permits).
9. Individuals have the right to request to see their file. Notice must be provided twenty-four (24) hours in advance.

Employee's Signature

Date/Time

Instructor's Signature

COMMUNITY VENTURES IN LIVING, LTD

Policy on Emergency Guidelines

PREAMBLE

The mission of Community Ventures in Living (CVL) is to assist and support persons who are developmentally disabled and their families to establish and/or maintain homes that are truly their own. The services of the agency are founded on the belief that every individual has the right to live as a valued and accepted member of the community. Recognizing that from time to time every individual needs support, we strive to help individuals who have disabilities and their families to live as independently as is appropriate and to create an environment where dignity, a positive social role, inclusion into the community, self direction, and a feeling of self worth are enhanced through supporting individual strengths, relationships and the acquisition of life skills.

CVL recognizes that all individuals should be afforded the rights and freedoms that all persons are entitled to under the law as citizens of the United States of America. No services shall infringe upon these human rights and personal freedoms regardless of proposed benefit to the individual nor shall any service be forced upon the individual without their permission or that of an appointed guardian or representative. An individual can at anytime during the course of provided services voice concern or disapproval without fear of retaliation from CVL representatives and staff. Certain service restrictions and requirements are inherent in any state funded service, but the individual has the right to opt out of any service they feel violates their rights at any time during the course of service.

POLICY STATEMENT

All Community Ventures in Living Direct Support Professionals (DSPs) should be prepared to handle, and to educate their individuals to handle, emergency situations that may arise during the provision of services in order to minimize the effects of such events. Regular practice of emergency drills is essential to that responsibility and promotes calm, competent use of the plans in an emergency.

PROCEDURES AND PRACTICES

SAFETY DRILLS

At least monthly, DSPs shall initiate an emergency evacuation drill, to include individual and all staff present at the time. Drills will be conducted as if an actual emergency is taking place. Drills will be conducted at varied times and places, using all exits, and during all types of activities and weather conditions.

Following each emergency drill, the responsible DSP will complete an entry regarding the date, time, type, and outcome of the drill on an Emergency Drill Log. The Emergency Drill Log is to be kept in the individual's home file and to be collected and filed into their permanent office file on an annual basis.

In addition, individuals are to have an emergency plan in their home file that outlines the plans they will follow in the event of a disaster situation. Emergency plans will be reviewed and revised as needed at least annually.

All individual's homes are to be equipped with working smoke alarms, carbon monoxide detectors as needed, and fire extinguishers. This equipment is to be inspected at least twice per year to ensure proper working order.

FIRE

1. Ensure the home is fire-safe

- Install a battery powered smoke detector on each level of the home, as well as in the garage.
- Use the test button to check each smoke detector at least twice a year. When necessary, replace batteries immediately.
- Keep a working fire extinguisher in the kitchen and/or other applicable locations of the home.

2. Identify escape routes

- Determine at least two ways to escape from every room in the home.
- Purchase rope or chain ladders to use to climb out of rooms above the first floor, and practice using them as applicable.
- Select a location where everyone should meet after escaping the home.
- Discuss what to do about family pets in the event of a fire.

3. Conduct periodic fire drills

- Remember: Crawl low under the smoke to escape safely.
- Close the door when leaving a room and feel closed doors before entering a room. A hot door likely means the room on the other side is in flames.
- Practice Stop, Drop, and Roll to put out flaming clothing.
- Get everyone out quickly. Escape first – then call 911.

In the event that someone catches fire, follow **STOP, DROP, and ROLL** techniques:

1. STOP; do not run
2. DROP to the floor
3. ROLL over and over (log roll) to smother the flames

NATURAL GAS

Natural gas has no odor of its own. Local gas companies add a chemical called Mercaptan to give it an odor similar to rotten eggs. This makes it easier to detect. If this odor is detected or a gas leak is suspected, follow these instructions:

1. If possible, open all doors and windows
2. Have all parties leave the home immediately
3. Call the local gas company immediately (from outside of the home)
4. Shut off the gas supply, if possible

Gas appliances, like all appliances, should be used properly. To ensure proper use, have them installed and maintained only by a qualified service people, and follow the manufacturer's instructions for the installation and operation of each appliance.

For homes with gas appliances ensure that homes are equipped with carbon monoxide detectors (or combination carbon monoxide/smoke detectors) and that detectors are checked at least twice per year to ensure they are in

good, working order. Detectors should be placed within close proximity to sleeping areas of the home. Note: these devices cannot detect natural gas, but instead odorless carbon monoxide that may also occur from a leak.

TORNADO

Watch vs. Warning

- **Tornado watch** – Weather conditions in the area make it likely that a tornado might occur; be ready.
- **Tornado warning** – A tornado has been sighted in the area, detected on radar equipment, or is already occurring; take immediate shelter.

Seeking Shelter

- **Go to the lowest floor** – underground spaces, such as basements, are almost always the safest location for shelter. If the home or building has no basement, seek the lowest floor. Upper floors receive a higher wind force than do lower floors and tornadoes usually produce some type of roof damage.
- **Seek interior, short spanning spaces** – these interior spaces often form a protective core from flying objects and wind tunnel effects. The best interior spaces should have solid, supportive walls (no glass or windows, if possible). Short-span roof structures are more likely to remain intact due to the fact that they reduce the amount of uplift caused by winds. (Ex. Small bathrooms or closets)

Different locations require different safety precautions:

INSIDE

- Go immediately to a designated tornado shelter area.
- If possible get underneath a workbench, desk or anything heavy that can provide extra overhead protection.
- Sit or lower your center of gravity.
- Use a book or your arms to protect the back and top of your head.
- Consider keeping a store of emergency supplies (water, flashlight, weather radio) in the shelter area at all times.

OUTSIDE

- If possible, get inside of a building.
- If a shelter is not close, lie flat in a depression, low spot, or a ditch.
- Use your arms to protect your head and neck.
- Avoid large trees, power poles, cars, or other objects that might be displaced by strong winds.

IN A VEHICLE

- Exit the vehicle immediately and take shelter in a nearby building. If there are no buildings close by, then follow outside procedures listed above. Tornadoes can lift and toss cars, potentially destroying them.
- Do not attempt to out-drive a tornado. Tornadoes often and quickly change directions. Ground speeds can be in excess of 70 miles per hour.

After the tornado

- Evacuate a damaged building as quickly and safely as possible. Be on the lookout for broken glass, exposed sharp objects, hazardous material spills and downed or severed electrical lines.
- Never light a match, due to possible gas leaks.
- If someone is injured or trapped, do not try to move them unless his/her present location poses a more immediate health hazard.
- Listen to broadcasts for more information about assistance.
- Check drinking water and food supplies carefully before consuming.
- Notify relatives or check point of your status and other pertinent information.
- Stay out of the house or building until it is known safe to re-enter.

MISSING PERSON

- A person is considered missing when their whereabouts are unknown; they have disappeared for no known reason and there is reasonable concern for their well-being and safety.
- If an individual is suspected to be missing, an Incident Report must be immediately filed with the Bureau of Quality Improvement Services.
- In addition to the Incident Report, the following people should also be notified of the situation:
 - Local law enforcement
 - Adult or Child Protective Services
 - Legal guardian, as applicable
 - Waiver Case Manager
 - Family and natural supports
 - Other service providers
- The following information should be available to law enforcement officials as needed:
 - A current photograph of the missing individual
 - The missing person's full name and nicknames or aliases
 - Full physical description including: sex, race, age, height, weight, eye color, hair color, and notable physical attributes such as birthmarks, tattoos, scars, or piercings.
 - Current medications and/or significant medical needs
 - Date and time of last contact
 - Last known whereabouts
 - What they were last seen wearing
 - Who they were last seen with

Annual Home Environment Checklist

Individual's Name: _____

Checklist Completed By: _____

Address: _____

Date: _____

Exterior:

- Yes No N/A The foundation is solid and free from defects.
-
- Yes No N/A Sidewalks and driveway are in safe, usable condition.
-
- Yes No N/A Stairs, rails, and porches are sound and free from hazards.
-
- Yes No N/A Handrails are installed where there are four or more steps.
-
- Yes No N/A Roof, gutters, and downspouts are in sound, clean condition.
-
- Yes No N/A Walls of the residence look straight and are free from loose trim or siding.
-
- Yes No N/A Storage buildings and garages are in safe, solid condition.
-
- Yes No N/A Window and doorframes are weather-tight and watertight.
-
- Yes No N/A House number is visible from the street.
-
- Yes No N/A Fencing, gates, and safety covers are in place around a pool or hot tub.
-

Interior Physical Environment:

- Yes No N/A Electrical outlets and switches have unbroken cover plates.
-
- Yes No N/A Electrical outlets and switches are in working order.
-
- Yes No N/A Ceilings and walls are clean and free of hazardous defects.
-
- Yes No N/A Rooms are free from cracked, peeling paint.
-
- Yes No N/A Flooring is clean, level, and free from cracks and damage.
-
- Yes No N/A Baseboards are free from holes and/or gaps.
-
- Yes No N/A Windows are airtight and have no broken windowpanes.
-
- Yes No N/A Home is free from pest infestation.
-
- Yes No N/A All kitchen stove burners work and all knobs are present.
-
- Yes No N/A Kitchen has a working oven, refrigerator, sink, and properly installed plumbing.
-
- Yes No N/A Bathroom has a working toilet, sink, and tub or shower.
-
- Yes No N/A Home is equipped with hot and cold running water.
-
- Yes No N/A Temperature on water heater has been adjusted as needed to prevent scalding.
-
- Yes No N/A Bathroom plumbing is properly installed and in working order.
-

- Yes No N/A Basement is dry and there are no or minimal wall cracks.

- Yes No N/A Fireplaces or wood burning stoves are protected by guards to prevent burns.

- Yes No N/A Furnace is properly installed and in working order.

- Yes No N/A Room temperatures are at reasonable levels.

- Yes No N/A Home is entirely free of broken light fixtures.

- Yes No N/A Stairways are equipped with handrails.

- Yes No N/A There are adequate facilities for disposal of garbage.

- Yes No N/A All cleaners, detergents, medications, and potential poisons are stored separately from food.

- Yes No N/A Individual has their own space for storage of personal belongings and privacy.

- Yes No N/A Privacy is taken into consideration with regard to window coverings, interior door locks, and personal space.

- Yes No N/A Physical accessibility has been met with regard to width of doorways, grab bars in bathroom, non-skid pads and rugs, ramps, and window/door access.

- Yes No N/A Age appropriate furnishings and décor have been encouraged and utilized.

Emergency Procedures:

- Yes No N/A All windows and doors are equipped with working locks.

- Yes No N/A There is more than one way to exit the unit.

- Yes No N/A There is more than one way to exit the individual's bedroom.

- Yes No N/A Exits are not obstructed and are easily opened.

- Yes No N/A Emergency lighting is readily available (flashlights, candles as appropriate).

- Yes No N/A There is at least one smoke alarm for each floor level.

- Yes No N/A There is a working fire extinguisher in the home.

- Yes No N/A A working phone is available for emergencies.

- Yes No N/A Back-up supply of non-perishable food and water is available in case of an emergency.

- Yes No N/A If home uses gas, there is at least one carbon monoxide detector on each floor level.

- Yes No N/A Emergency drills are conducted and logged on a monthly basis.

Recommendations/Remarks:



| Risk | Background/Baseline | Assessment/Outcome | Planning and Implementation | Evaluation |
|---------------------------------|---|---|---|---|
| Identify the specific risk area | Describe why the risk is a risk and why intervention is required. | Describe what the desired outcomes are and illustrate what it looks like when the plan is successful. | Describe what specific actions those working with the individual will take to ensure that we accomplish the desired outcomes. | Describe who will do what to make sure that the plan is followed, makes sure that the plan is adequate, and make sure that it is updated as needed. |

| |
|--|
| |
| |
| |
| |

Individual Specific Training

| | |
|---------------------|-----------------|
| Dietary: | Other Resources |
| Behavioral Support: | Other Resources |
| Ambulation: | Other Resources |
| Communication: | Other Resources |
| Personality: | Other Resources |
| Medical: | Other Resources |
| Personal Care: | Other Resources |
| Other: | Other Resources |



I certify that I have been trained and understand the information contained in this Individual Risk and Training Plan. I understand that CVL staff is unable to administer medications or provide medical treatment to individuals receiving services. Staff members may assist individuals who need minimal assistance in taking medications. I have reviewed and been trained on all other items checked below.

③ PCISP _____

③ Behavioral Support Plan _____

③ Fall Plan _____

③ Other

Plan Date _____

Plan Date _____

Plan Date _____

Plan Date _____

Trainee Signature

Date

Trainer Signature

Print Name

Print Name

COMMUNITY VENTURES IN LIVING, LTD

Independent Contractor Agreement

This agreement (“Agreement”) is entered into this _____ day of _____ by and between Community Ventures in Living, Ltd. 60 Professional Court, Lafayette, IN 47905 (“CVL”) and _____ an independent provider of supported living services (“Contractor”)

RECITALS

- I. CVL IS A NOT-FOR-PROFIT SOCIAL SERVICE AGENCY WHICH PROVIDES ASSISTANCE AND SUPPORT TO PEOPLE WHO ARE DEVELOPMENTALLY DISABLED AND THEIR FAMILIES IN ORDER TO ESTABLISH AND/OR MAINTAIN HOMES THAT ARE TRULY THEIR OWN.
- II. CVL HAS AGREED TO ARRANGE SUPPORTED LIVING SERVICES FOR _____ (“RECIPIENT(S)”).
- III. CVL DESIRES TO RETAIN CONTRACTOR TO RENDER SUPPORT SERVICES AS AN INDEPENDENT CONTRACTOR.
- IV. CONTRACTOR AGREES TO PERFORM THESE SERVICES FOR CVL UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT.

AGREEMENT

In the consideration of the premises, the mutual promises and expectations stated in this Agreement and for value received the parties agree as follows:

- I. Term and Termination: This agreement shall be effective upon execution by both parties and thereafter shall remain in good standing subject to the recommendations of CVL, compliance by the Contractor with all requirements, rules and applicable laws, the continuing adequacy and appropriateness of the premises of services, and approved funding by Division of Developmental and Rehabilitative Services.

Either party may terminate this agreement by giving written notice to the other of at least sixty (60) days. This agreement may be suspended or terminated by CVL in the event of a material breach of its terms or conditions by the contractor.

- II. Independent Contractor Status. In entering into this Agreement and performing the services hereunder, Contractor does so as an independent contractor. It is the intention of the parties that Contractor is not an employee, agent, joint venture, or partner of CVL. Nothing in this Agreement shall be construed to create an employer-employee relationship between Contractor and CVL. Contractor is not subject to CVL employee personnel policies and procedures or any benefit program. Contractor is solely responsible for any federal, state, or local taxes and liabilities, and any other unstated filing or paperwork for services and/or payments received from CVL. All compensation received by the Contractor will be reported to the Internal Revenue Service on Form 1099 as required.

III. Contract Services:

In the performance of such contract services, Contractor will:

- A. Remain in constant compliance with all required certifications and trainings as specified by the Agency, program, state and local regulations. In the event compliance is not maintained contractor may be unable to provide paid services until such time as compliance is met. Timely reporting of all compliance measures shall be made in the form and within the time frame as required by CVL.
- B. Devote such time as necessary to provide the quality and quantity of contact required to provide active individualized programming as outlined in the individualized service plan (ISP) and oversee the well-being, appropriate management, and developmental growth of the Recipient. Services may include supervision, assisting with personal maintenance, assisting with medications, incidental household maintenance, extension of therapy services, ambulation, exercise, household services essential to healthcare, and other developmentally appropriate interventions as prescribed by the ISP.
- C. Provide timely written reports, progress notes, and relevant or requested documentation as appropriate, including provision of required verification documentation of the provision of appropriate services as outlined in the Plan of Care on approved forms/electronic systems. The systems and deadlines for documentation submission are developed to allow the required support and progress reports to be submitted to the funding agencies on time to remain in compliance. Failure to maintain documentation timelines may result in the imposition of an administrative fee as outlined in Section:C-1 & 2 which will reduce the reimbursement for services.
 - i. Service Documentation: It is intended that service documentation outlining the accurate description of the services performed on behalf of the recipient be completed in the form and quantity as specified by the Agency within 24 hours of the provision of service. The agency recognizes that there are instances where completing the documentation within this timeframe is impossible and therefore in this instance submissions for services that are submitted within 7 days of service will be considered on time.
 - ii. Late Submission: Any submission which is completed 8-30 days from the date of service is considered late and may result in the imposition of an administrative fee if deemed to be part of a pattern of lateness that requires additional restatement of the services rendered for mandatory Agency progress reports.
- D. Agree to submit to regular announced or unannounced inspections of the location of services to assure compliance with program standards and to assure a clean and safe environment for the provision of services.
- E. Contract services may be provided in numerous locations, including Contractor's home, the home of the Recipient or in the community. Except as provided in this Agreement, Contractor shall have sole discretion and responsibility for the provision of services, the selection of materials and equipment to be used, the setting of service hours, and other incidents of his or her service responsibilities.
- F. Assure all support personnel who are authorized by the Contractor to act as temporary substitutes remain in compliance with all required certifications and trainings as specified by the Agency, program, state and local regulations.
- G. Pay all taxes arising for performance of his or her obligations under this Agreement, including without limitation any self-employment taxes. Contractor shall ensure that his or her method of performance under this Agreement complies with all legal requirements of any kind, including without limitation, laws regulating employment/self-employment matters.

- H. Contractor will abide by procedures and requirements established by the Indiana Division of Rehabilitation Services.
- I. Limit service time and or activity to meet any restriction set forth in the service definition and/or limitations of the funding/program so that any such standards are met.
- J. Compliance with agency and state program standards is required. Failure to comply may risk loss of funding or require repayment of past, reimbursed funds. Should an official determination find the service or setting not in compliance and a repayment is necessary, the contractor will be responsible for the repayment.

IV. Treatment of Contractor's Personnel and Subcontractors:

In the performance of the contract services of this agreement, it is permissible for the contractor to utilize contractor's personnel or subcontractors as long as all the following conditions are met.

- A. Contractor shall bear the sole responsibility for payment of compensation to its personnel and subcontractors. Contractor shall pay and report, for all personnel and subcontractors assigned to the work contemplated in this agreement, all required state and federal withholding, taxes and income reporting.
- B. Assure that all personnel and subcontractors meet and document the same requirements for service provision that are outlined in Section IIIA of this agreement. Such documentation of qualification must be available and reviewable prior to the provision of service by the Agency.
- C. The contractor must provide adequate oversight and guidance to ensure that the services provided as a result of this agreement are coordinated to provide the quality and quantity of contact required to provide active individualized programming as outlined in the individualized service plan (ISP) and oversees the well-being, appropriate management, and developmental growth of the Recipient. Services may include supervision, assisting with personal maintenance, assisting with medications, incidental household maintenance, extension of therapy services, ambulation, and exercise, household services essential to healthcare, and other developmentally appropriate interventions as prescribed by the ISP.

V. Support and Compensation: In consideration of such services, CVL will:

- A. As appropriate and necessary, provide developmental, medical and other relevant information regarding the Recipient.
- B. Provide a Community Support Coordinator as a primary contact person who will furnish oversight and other reasonable assistance as necessary.
- C. For settings where the Contractor and the Recipient reside at the same location and share a home, the responsibility for normal living expenses of operating the household may be shared and the contribution of the Recipient(s) will be negotiated on an equitable individualized basis.
- D. Assist in securing payment for services so that the Agency can provide reimbursement for the Contractor's service during the term of this agreement. The reimbursement rate is based on the state approved billable rate of service as defined in HCBS Waiver Program manual and limited to the CVL authorized service funding in the approved Waiver budget. Payment for services is payable on the 15th and 30th of each month providing all necessary documentation is completed in the time frames established below. This documentation includes but is not limited to entries detailing the provision of services provided including significant events and progress toward goals.
- E. For this contract the reimbursement rate is set at 75% of the billable unit rate as outlined in the Individual Notice of Action (NOA), not inclusive of any increase provided as part of Enrolled House Bill 1001 which designates that the increase must be used for Direct Support Professionals (DSPs) who are

employed by the agency. Service unit reimbursement is limited to service units established in the approved NOA. The payment amount is subject to change if the underlying state approved billable rates change during the contract period or changes in legislation, rules, and/or policies effecting work provided by an Independent Contractor.

- F. Provide support and oversight and submit mandatory progress reports to the oversight authority on the recipient's behalf.
- G. Issue tax Form 1099 to the Contractor as required.

VI. Liability.

CVL and Contractor acknowledge and agree that the services to be performed by Contractor under this Agreement are to be performed by him or her at his or her own risk and that Contractor assumes all responsibility for any and all claims, liability, judgments, suits, costs, expenses and damages or injuries that may result from Contractor's performance of services under this Agreement. The Contractor is responsible for securing, preserving and insuring his or her personal property. Contractor agrees to indemnify and hold harmless CVL from any and all liability for any loss or claims based upon, arising out of or in any manner connected with Contractor's rendering of services under this agreement.

This Agreement constitutes the entire agreement of the parties and supersedes and cancels all previous written or oral agreements or representations relating to the subject matter hereof. This Agreement may not be amended, supplemented or modified except by a written document signed by CVL and Contractor.

In Witness Whereof, CVL and Contractor have executed this Agreement this _____ day of _____, _____.

Community Ventures in Living

Agent of CVL

Date: _____

"Contractor"

(name of IC)

Date: _____

Staff Information

First Name

Jane

Middle Name

Last Name

Doe

Signature

The above stored data is current as of 8/9/2022 5:22:41 PM (UTC)

Signed Name and Date

Example Copy
Signature Verification