Client Manual

Welcome to Comfort Services LLC. This packet contains some important information regarding your rights, as well as information we need in order for you to begin receiving PCA and Home and Community-Based waiver services and waiver programs through our agency. Please review the contents of this packet, then sign the Acknowledgment of Receipt materials form and return it to us via fax 612-400-7048 or Email to Info@Comfortmn.com. or mail to us at: 1229 East Lake Street Minneapolis, MN 55407. If you have any questions, please contact us at 612-822-1203.
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SERVICE DELIVERY POLICY

The objective of our agency is to provide quality services that meet the needs of the public and are consistent with PCA rules and regulations. The purpose of our Service Delivery Policy is to ensure we accomplish our objectives by:

- Establishing, and implementing policies that define performance standards for quality PCA services; and
- Establishing and implementing procedures that are designed to ensure our services are delivered in a consistent manner.

The following policies and procedures are hereby incorporated into and made part of the Service Delivery Policy. The following materials define how our services are to be delivered and are designed to ensure our services are effective and consistent.

HOME CARE BILL OF RIGHTS

- A person who receives home care services has these rights:

  - The right to receive written information about rights in advance of receiving care or during the initial evaluation visit before the initiation of treatment, including what to do if rights are violated.
  
  - The right to receive care and services according to a suitable and up-to-date plan, and subject to accepted medical or nursing standards, to take an active part in creating and changing the plan and evaluating care and services.
  
  - The right to be told in advance of receiving care about the services that will be provided, the disciplines that will furnish care, the frequency of visits proposed to be furnished, other choices that are available, and the consequences of these choices, including the consequences of refusing these services.
  
  - The right to be told in advance, of any changes in the plan of care and to take an active part in any changes.
  
  - The right to refuse services or treatment.
  
  - The right to know, in advance, any limits to the services available from a provider, and the provider’s grounds for termination of services.
  
  - The right to know, in advance of receiving care whether the services are covered by health insurance, medical assistance, or other health programs, the charges for services that will not be covered by Medicare, and the charges that the individual may have to pay.
  
  - The right to know what the charges are for services, no matter who will be paying the bill.
  
  - The right to know that there may be other services available in the community, including other home care services and providers, and to know where to go for information about these services.
• The right to choose freely among available providers and to change providers after services have begun, within the limits of health insurance, medical assistance, or other health programs.

• The right to have personal, financial, and medical information kept private, and to be advised of the provider’s policies and procedures regarding disclosure of such information.

• The right to be allowed access to records and written information from records in accordance with section 144.335.

• The right to be served by people who are properly trained and competent to perform their duties.

• The right to be treated with courtesy and respect, and to have the patient’s property treated with respect.

• The right to be free from physical and verbal abuse.

• The right to reasonable, advance notice of changes in services or charges, including at least 10 day’s advance notice of the termination of a service by a provider, except in cases where:
  - The recipient of services engages in conduct that alters the conditions of employment as specified in the employment contract between the home care provider and the individual providing home care services, or creates an abusive or unsafe work environment for the individual providing home care services; or
  - An emergency for the informal caregiver or a significant change in the recipient’s condition has resulted in service needs that exceed the current service provider agreement and that cannot be safely met by the home care provider.

• The right to a coordinated transfer when there will be a change in the provider of services.

• The right to voice grievances regarding treatment or care that is, or fails to be, furnished, or regarding the lack of courtesy or respect to the patient or the patient’s property.

• The right to know how to contact an individual associated with the provider who is responsible for handling problems and to have the provider investigate and attempt to resolve the grievance or complaint.

• The right to know the name and address of the state or county agency to contact for additional information or assistance.

• The right to assert these rights personally, or have them asserted by the patient’s family or guardian when the patient has been judged incompetent, without retaliation.

• IF YOU HAVE A COMPLAINT ABOUT THE AGENCY OR PERSON PROVIDING YOU HOME CARE SERVICES, YOU MAY CALL, WRITE, OR VISIT THE OFFICE OF HEALTH FACILITY COMPLAINTS, MINNESOTA DEPARTMENT OF HEALTH. YOU MAY ALSO CONTACT THE OMBUDSMAN FOR LONG-TERM CARE.
ADVANCE DIRECTIVE NOTICE

Minnesota Law
Minnesota law allows you to inform others of your health care wishes. You have the right to state your wishes or appoint an agent in writing so that others will know what you want if you can't tell them because of illness or injury. The information that follows tells about health care directives and how to prepare them. It does not give every detail of the law.

What is a Health Care Directive?
A health care directive is a written document that informs others of your wishes about your health care. It allows you to name a person ("agent") to decide for you if you are unable to decide. It also allows you to name an agent if you want someone else to decide for you. You must be at least 18 years old to make a health care directive.

Why Have a Health Care Directive?
A health care directive is important if your attending physician determines you can't communicate your health care choices (because of physical or mental incapacity). It is also important if you wish to have someone else make your health care decisions. In some circumstances, your directive may state that you want someone other than an attending physician to decide when you cannot make your own decisions.

Must I Have a Health Care Directive?  What Happens if I Don't Have One?
You don't have to have a health care directive. But, writing one helps to make sure your wishes are followed. You will still receive medical treatment if you don't have a written directive. Health care providers will listen to what people close to you say about your treatment preferences, but the best way to be sure your wishes are followed is to have a health care directive.

How Do I Make a Health Care Directive?
There are forms for health care directives. You don't have to use a form, but your health care directive must meet the following requirements to be legal:

- Be in writing and dated.
- State your name.
• Be signed by you or someone you authorize to sign for you, when you can understand and communicate your health care wishes.
• Have your signature verified by a notary public or two witnesses.
• Include the appointment of an agent to make health care decisions for you and/or instructions about the health care choices you wish to make.

Before you prepare or revise your directive, you should discuss your health care wishes with your doctor or other health care provider.

Information about how to obtain forms for preparation of your health care directive can be found in the Resource Section of this document.

I Prepared My Directive in Another State. Is It Still Good?
Health care directives prepared in other states are legal if they meet the requirements of the other state's laws or the Minnesota requirements. But requests for assisted suicide will not be followed.

What Can I Put in a Health Care Directive?
You have many choices of what to put in your health care directive. For example, you may include:

• The person you trust as your agent to make healthcare decisions for you. You can name alternative agents in case the first agent is unavailable, or joint agents.
• Your goals, values and preferences about health care.
• The types of medical treatment you would want (or not want).
• How you want your agent or agents to decide.
• Where you want to receive care.
• Instructions about artificial nutrition and hydration.
• Mental health treatments that use electroshock therapy or neuroleptic medications.
• Instructions if you are pregnant.
• Donation of organs, tissues and eyes.
• Funeral arrangements.
• Who you would like as your guardian or conservator if there is a court action.

You may be as specific or as general as you wish. You can choose which issues or treatments to deal with in your health care directive.

Are There Any Limits to What I Can Put in My Health Care Directive?
There are some limits about what you can put in your health care directive. For instance:

• Your agent must be at least 18 years of age.
• Your agent cannot be your healthcare provider, unless the health care provider is a family member or you give reasons for the naming of the agent in your directive.
• You cannot request health care treatment that is outside of reasonable medical practice.
• You cannot request assisted suicide.

How Long Does a Health Care Directive Last? Can I Change It?
Your health care directive lasts until you change or cancel it. As long as the changes meet the health care directive requirements listed above, you may cancel your directive by any of the following:

• A written statement saying you want to cancel it.
• Destroying it.
• Telling at least two other people you want to cancel it.
• Writing a new health care directive.
What If My Health Care Provider Refuses to Follow My Health Care Directive?
Your health care provider generally will follow your health care directive, or any instructions from your agent, as long as the health care follows reasonable medical practice. But, you or your agent cannot request treatment that will not help you or which the provider cannot provide. If the provider cannot follow your agent's directions about life-sustaining treatment, the provider must inform the agent. The provider must also document the notice in your medical record. The provider must allow the agency to arrange to transfer you to another provider who will follow the agent's directions.

What If I've Already Prepared a Health Care Document? Is It Still Good?
Before August 1, 1998, Minnesota law provided for several other types of directives, including living wills, durable health care powers of attorney and mental health declarations.
The law changed so people can use one form for all their health care instructions.
Forms created before August 1, 1998, are still legal if they followed the law in effect when written. They are also legal if they meet the requirements of the new law (described above). You may want to review any existing documents to make sure they say what you want and meet all requirements.

What Should I Do with My Health Care Directive After I Have Signed It?
You should inform others of your health care directive and give people copies of it. You may wish to inform family members, your health care agent or agents, and your health care providers that you have a health care directive. You should give them a copy. It's a good idea to review and update your directive as your needs change. Keep it in a safe place where it is easily found.

What if I believe a Health Care Provider Has Not Followed Health Care Directive Requirements?
Complaints of this type can be filed with the Office of Health Facility Complaints at 651-201-4200 (Metro Area) or Toll-free at 1-800-369-7994.

What if I Believe a Health Plan Has Not Followed Health Care Directive Requirements?
Complaints of this type can be filed with the Minnesota Health Information Clearinghouse at 651-201-5178 or Toll-free at 1-800-657-3793.

How To Obtain Additional Information
If you want more information about health care directives, please contact your health care provider, your attorney, or:

Minnesota Board on Aging's Senior LinkAge Line®
1-800-333-2433.

A suggested health care directive form is available on the internet at: http://www.mnaging.org/.
SERVICE RECIPIENT RIGHTS
(For Homemaking Recipients)

A person who received homemaking services has the right to:

1. Participate in the development and evaluation of the services provided to the person;
2. Have services identified in the service plan provided in a manner that respects and takes into consideration the person's preferences;
3. Refuse or terminate services and be informed of the consequences of refusing or terminating services;
4. Know, in advance, limits to the services available from the agency;
5. Know conditions and terms governing the provision of services, including the agencies policies and procedures related to temporary service suspension and service termination;
6. Know what the charges are for services, regardless of who will be paying for the services, and be notified of changes in those charges;
7. Know, in advance, whether services are covered by insurance, government funding, or other sources, and be told of any charges the person or other private party may have to pay; and
8. Receive services from an individual who is competent and trained, who has professional certification or licensure, as required, and who meets additional qualifications identified in the person's service plan.
9. Have personal, financial, service, health, and medical information kept private, and be advised of disclosure of this information by the agency;
10. Access records and recorded information about the person in accordance with applicable state and federal law, regulation, or rule;
11. Be free from maltreatment;
12. Be free from restraint or seclusion used for a purpose other than to protect the person from imminent danger to self or others;
13. Receive services in a clean and safe environment when the agency is the owner, lessor, or tenant of the service site;
14. Be treated with courtesy and respect and receive respectful treatment of the person's property;
15. Reasonable observance of cultural and ethnic practice and religion;
16. Be free from bias and harassment regarding race, gender, age, disability, spirituality, and sexual orientation;
17. Be informed of and use the agencies grievance policy and procedures, including knowing how to contact persons responsible for addressing problems and to appeal under section 256.045;
18. Know the name, telephone number, and the Web site, e-mail, and street addresses of protection and advocacy services, including the appropriate state-appointed ombudsman, and a brief description of how to file a complaint with these offices;

19. Assert these rights personally, or have them asserted by the person's family, authorized representative, or legal representative, without retaliation;

20. Give or withhold written informed consent to participate in any research or experimental treatment;

21. Associate with other persons of the person's choice;

22. Personal privacy; and

23. Engage in chosen activities.

24. For a person residing in a residential site licensed according to chapter 245A, or where the agency is the owner, lessor, or tenant of the residential service site, protection-related rights also include the right to:
   a. 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;
   b. Receive and send, without interference, uncensored, unopened mail or electronic correspondence or communication; and
   c. Privacy for visits with the person's spouse, next of kin, legal counsel, religious advisor, or others, in accordance with section 363A.09 of the Human Rights Act, including privacy in the person's bedroom.

25. Restriction of a person's rights under paragraph (a), clauses (13) to (15), or paragraph (b) is allowed only if determined necessary to ensure the health, safety, and well-being of the person. Any restriction of those rights must be documented in the service plan for the person and must include the following information:
   a. The justification for the restriction based on an assessment of the person's vulnerability related to exercising the right without restriction;
   b. The objective measures set as conditions for ending the restriction;
   c. A schedule for reviewing the need for the restriction based on the conditions for ending the restriction to occur, at a minimum, every three months for persons who do not have a legal representative and annually for persons who do have a legal representative from the date of initial approval; and
   d. Signed and dated approval for the restriction from the person, or the person's legal representative, if any. A restriction may be implemented only when the required approval has been obtained. Approval may be withdrawn at any time. If approval is withdrawn, the right must be immediately and fully restored.
SPEND-DOWN NOTICE AND POLICY

If Medical Assistance requires a client to pay a spend-down to Comfort Services LLC, there is a legal obligation to pay for the spend-down to Comfort Services LLC. If the consumer or responsible party receives a bill from the agency, that amount is due and payable immediately, in the form of a personal check, money order or cashier’s check.

Failure to pay the spend-down may result in termination of personal care services with Comfort Services LLC. Failure to pay the scheduled spend-down payments may result in legal action. Spend-downs must be paid each month before services will be provided. Employees will not be paid if the spend-down obligation has not been fully paid.
TRANSPORTATION POLICY

Comfort Services LLC’s company policy regarding transportation is that PCAs should not transport clients in personal vehicles for insurance liability reasons. COMFORT SERVICES LLC is not liable for any loss, damage, costs or expenses incurred by clients or PCAs due to COMFORT SERVICES LLC PCAs transporting clients or by PCAs traveling in client vehicles.

Alternative transportation should be taken whenever available.

Some options are as follows:

- Metro Mobility
- Public Transportation
- MNET (Metro Minnesota Non-Emergency Transportation Program)
- Private Taxi Service
YOUR HEALTH INFORMATION RIGHTS

Although your health record is the physical property of the health care practitioner, facility, or home care agency that compiled it, you have the RIGHT to:

- **INSPECT & RECEIVE COPY:** You have the right to inspect and have copied protected health information that is in a designated record set and may be used to make decisions about your care after completion of appropriate forms. Usually, this includes medical and billing records, but does not include psychotherapy notes, information compiled in reasonable anticipation of, or use in a civil, criminal or administrative action or proceedings. We may deny your request to inspect and have copied certain protected health information. If you are denied access to medical information, you may request that denial be reviewed. A licensed healthcare professional chosen by Comfort Services LLC will review your request and the denial. The person conducting the review will not be the person who denied your request. We will comply with the outcome of the review.

- **AMEND:** If you feel that your medical information is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment in writing for as long as the information is kept by or for Comfort Services LLC. We may deny your request for an amendment and if this occurs, you will be notified of the reason for the denial. To request an amendment, your request must be made in writing and submitted to Comfort Services LLC.

- **AN ACCOUNTING OF DISCLOSURES:** You have the right to request an accounting of disclosures of your health information. This is a list of certain disclosures we make of your medical information for purposes other than treatment, payment or healthcare operations as described in this Notice of Privacy Practices.

- **REQUEST RESTRICTIONS:** You have the right to request a restriction or limitation on the medical information we use or disclose about you for treatment, payment, or healthcare operations. You also have the right to request a limit on the medical information we disclose about you to someone who is involved in your care or in the payment for your care, like a family member or friend. For example, you could ask that we not use or disclose information about a surgery you had. We are required to notify you if we are unable to agree to a requested restriction.

- **REQUEST CONFIDENTIAL COMMUNICATIONS:** You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. For example, you may ask that we contact you at work or by U.S. Mail. Comfort Services LLC will grant requests for confidential communications at alternative locations and/or via alternative means only if the request is submitted in writing and the written request includes a complete mailing address. This address must be where the individual will receive bills for service rendered by Comfort Services LLC and related correspondence regarding payment for services. We reserve the right to contact you by other means and at other locations if you fail to respond to any communication from us that requires a response. We will notify you in accordance with your original request prior to attempting to contact you by other means or at another location.

- **A PAPER COPY OF THIS NOTICE:** You have the right to a paper copy of this notice, as provided to you on your start of services with Comfort Services LLC. Even if you have
agreed to receive this notice electronically, you are still entitled to a paper copy of this notice.

*To exercise any of your rights, please obtain the required forms from the Privacy Officer at Best *Home Care and submit your request in writing.

CHANGES TO THIS NOTICE: We reserve the right to change this notice. The revised or changed notice will be effective for information we already have about you as well as any information we receive in the future.

COMPLAINTS: If you believe your privacy rights have been violated, you may file a complaint with the Comfort Services LLC Privacy Officer and with the Secretary of the U.S. Department of Health and Human Services by sending correspondence to:

Comfort Services LLC
ATTN: Gandi Mohamed - Privacy Officer
Phone: (612) 822-1203
E-Mail: Infor@comfortmn.com

Medical Privacy Complaint Division
Office of Civil Rights
U.S. Dept. of Health & Human Services
200 Independence Ave. S.W.
Room 509F; HHH Building
Washington, D.C. 20201
1-800-368-1019

*All complaints must be submitted in writing;
*You will not be penalized for filing a complaint.

OTHER USES OF MEDICAL INFORMATION

Other uses and disclosures of medical information not covered by this notice or Minnesota law will be made only with your written permission. If you provide us permission to use or disclose medical information about you, you may revoke that permission, in writing, at any time. If you revoke your permission, we will no longer use or disclose medical information about you for the reasons covered by your written authorization. You understand that we are unable to take back any disclosures we have already made with your permission, and that we are required to retain our records of the care that we provided to you.

CONTACT INFORMATION

Comfort Services LLC
ATTN: Gandi Mohamed - Privacy Officer
Phone: (612) 822-1203
1. NOTICE REGARDING CHANGES IN INSURANCE INFORMATION

You (the consumer or responsible party) are responsible for ensuring your health insurance coverage is active at all times and you must notify Comfort Services LLC immediately if there is any lapse or changes in coverage. Changes in your insurance information will affect your PCA Services. If you fail to notify Comfort Services LLC immediately about changes or lapses in your insurance you may be without PCA Services. Additionally, if you fail to do so you are responsible for paying the PCA for the hours worked during the period where there was no coverage; or for reimbursing Comfort Services LLC for payment made for those hours.
CONSENT TO ELECTRONIC DELIVERY

This policy describes how Comfort Services LLC (COMFORT SERVICES LLC) delivers communications to you electronically. We may amend this policy at any time by posting a revised version on our website. The revised version will be effective at the time we post it. In addition, if the revised version includes a substantial change, we will provide you with notice by mailing you notice of the change at your address on file.

Electronic delivery of communications

You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "Communications") that we provide in connection with your services from Comfort Services LLC. Communications include:

- agreements and policies, you agree to (e.g., Comfort Services LLC company policies and procedures), including updates to these policies;
- annual notices,
- care plans or pca timesheets;

We will provide these communications to you by posting them on the COMFORT SERVICES LLC website and/or by emailing them to you at the primary email address on file.

Requesting paper copies of electronic Communications

If, after you consent to receive Communications electronically, you would like a paper copy of a Communication we previously sent you, you may request a copy by contacting us. We will send your paper copy to you by U.S. mail to your address on file.
PCA PROVIDER WRITTEN AGREEMENT (CHOICE OR TRADITIONAL)

Agreement between (hereinafter “Consumer”); Comfort Services LLC, an enrolled PCA provider with the State of Minnesota

Consumer Roles and Responsibilities
As a consumer using Comfort Services LLC, I, or my responsible party, agree to the following responsibilities:

1. Accept responsibility for my health and safety, and I will find staff or supports that ensure my health and safety needs are met.
2. Ensure that I meet the conditions to use or continue to use a PCA Provider. These include, but are not necessarily limited to:
   a. I must be able to direct my own care, or my responsible party must be readily available to direct the care provided by the personal care assistant(s).
   b. I or my responsible party must be knowledgeable of my health care needs and be able to effectively communicate those needs.
   c. I must ensure that my health insurance coverage is active at all times and I must notify the agency immediately if there is any lapse in coverage. If fail to do so I am responsible for paying the PCA for the hours worked during the period where there was no coverage or for reimbursing the agency for payment made for those hours.
   d. A face-to-face assessment must be conducted by the local county public health nurse at least annually, or when there is a significant change in the consumer’s condition or change in the need for personal assistant services.
   e. I must be certain that time sheets submitted by PCAs accurately document the times of service and tasks performed.
   f. I must notify the Agency when there are changes to my address or telephone number.
1. Abide by all of the consumer responsibilities as set forth in this written agreement.
2. Abide by all of the policies for the PCA program.
3. If PCA Choice, develop and revise a care plan that details my health, safety and care needs and schedule based on the public health nurse assessment.
4. If PCA Choice, recruit, interview and hire my own personal care assistant (PCA) staff. I understand even if I am using the PCA Traditional model I have the right to a PCA of my choice.
5. If PCA Choice, ensure that I have adequate backup staff or support in case a regularly scheduled PCA is unable to fulfill their duties as scheduled.
6. If PCA Choice, schedule my PCA staff. I understand that even if using the PCA Traditional option I have the right to schedule my own staff.
7. Manage the use of my PCA allocated hours/units to ensure I do not use more than the allocated hours/units in my service plan.
8. Ensure that no PCA shall work overtime without the express approval of COMFORT SERVICES LLC management in writing. No PCA shall work overtime for PCA Choice recipients.
9. Monitor, ensure accuracy and verify time worked by my PCAs. Sign verified time cards for my PCA staff.
10. Coordinate with Comfort Services LLC to notify the county public health nurse, waiver service coordinator or otherwise appropriate individual when it is time for a reassessment of my need for PCA services or if there is a change in condition or change in the level of services that I need. I will inform them of my intent to use Comfort Services LLC.

11. Notify Comfort Services LLC of my hospitalization dates throughout our service agreement, and ensure no time sheets for PCA services are submitted for the hospitalization dates.

12. Acknowledge a PCA Provider Written Agreement shall be provided to me annually by the Agency by mailing copy to me at my address on file with the Agency.

13. If I continue to use the services after the Agency has sent me an annual PCA Provider Written Agreement, my continued use of services shall constitute my acceptance and agreement without my signature.

14. I may also communicate my acceptance of any future annual PCA Provider Written Agreement by signing it and returning it to the Agency.

15. I may request a copy of my currently effective PCA Provider Written Agreement from the Agency at any time.

**Provider Roles and Responsibilities**

*As your PCA provider, Comfort Services LLC agrees to perform the following responsibilities:*

1. Enroll and meet all standards as a PCA provider with the Minnesota Department of Human Services, including passing a criminal background check and follow all rules, regulations, and policies described by DHS for the PCA program.
2. Abide by all of the responsibilities set forth in this written agreement.
3. Bill the Minnesota Department of Human Services or appropriate health care plan for personal care assistant and Qualified Professional services rendered.
4. Withhold and remit all applicable state and federal taxes from personal care assistants’ and Qualified Professional’s paychecks.
5. Arrange for and pay the employer’s share of payroll taxes, unemployment insurance, workers’ compensation insurance, liability insurance, and bonds.
6. Keep records of the hours worked by PCAs and Qualified Professionals.

**Qualified Professional Roles and Responsibilities**

*The Qualified Professional shall:*

1. Hold the appropriate credentials to serve as a Qualified Professional by being a Registered Nurse, Licensed Social Worker, Mental Health Professional, or Qualified Developmental Disabilities Professional.
2. Assist the consumer in developing and revising a care plan to meet the consumer’s needs, as assessed by the public health nurse.
3. Assist the consumer in the orientation, training, supervision and/or evaluation of their PCA staff.
4. Accurately document time worked and services provided for consumer by promptly completing and signing time sheets.
5. Report any suspected abuse, neglect, or financial exploitation of the consumer to the appropriate authorities.
Personal Care Assistant Roles and Responsibilities
The PCA(s) shall:

1. Complete all required forms and provide necessary information to Comfort Services LLC, including criminal background check verification, prior to providing services to the consumer.
2. Pass a criminal background check, a requirement of eligibility to be a personal care assistant.
3. Obtain training from the consumer and Qualified Professional to ensure I can satisfactorily perform all responsibilities in the consumer’s plan of care.
4. Work at scheduled times as determined by the consumer, notifying the consumer of changes as early as possible to arrange for backup assistance.
5. Provide and document personal care services for the consumer as specified in their plan of care, following written and oral directions from the consumer.
6. Assist with activities of daily living (ADLs) as directed.
7. Inform the consumer about all visible bodily changes that may need medical attention.
8. Keep consumer’s personal life confidential and adhere to data privacy.
9. Observe and stay alert to ongoing instructions by the consumer.
10. Respect the privacy of the consumer’s personal property.
11. While working within the consumer’s home maintain respect as a professional and focus on job-related activities. Perform duties in an ethical matter, preserving and respecting the rights and dignity of the consumer.
12. Be present when working with the consumer in their service environment, and leave only when the shift is completed.
13. Communicate respectfully and directly to the consumer regarding services.
14. When assisting with the transportation of the consumer, request that seat restraints are used properly and consistently.
15. Follow safety procedures and work to identify my safety needs and those of the consumer.
16. Support the consumer when they participate in community activities, relationships and involvement with others.
17. Comply with policies, procedures and training provided by the consumer and/or Comfort Services LLC.
18. Notify the consumer and agency of anticipated absences.
19. Accurately document time worked for consumer and cares given by promptly completing and signing time sheets.

Consumer Pricing Schedule (PCA Choice Recipients Only)
These rates remain in effect until further notice and supersede any previously published rates.

**Hourly Rates for PCAs and QPs**
- Maximum Hourly Rate allowed for Personal Care Assistants
- Maximum Hourly Rate allowed for Qualified Professionals

**Benefit Rates for PCAs and QPs**
Benefits notice in employee policies and procedures is incorporated by reference.

**Administrative Fees**
Comfort Services LLC currently retains a maximum of 27.5% of its reimbursement rate as an administrative fee. This fee covers fiscal intermediary and enhanced program services including:
1. Background checks.
2. One time PCA/QP set-up costs.
3. Regulatory compliance monitoring.
4. Payroll processing.
5. Record maintenance and retention.
6. Program compliance assistance.
7. General liability insurance; professional liability insurance and fidelity bond.
8. Employer responsibility taxes and insurance, including Workers’ Compensation and unemployment insurance.
9. Program development, outreach and recruitment activities.

Regulatory Compliance
Both parties are responsible for complying with all rules and regulations related to PCA. This includes, but is not limited to state Vulnerable Adults Act, Data Privacy, PCA regulations and the Nurse Practices Act, including assistance with medication administration, and Department of Labor laws governing overtime.

Grievance Procedures
Comfort Services LLC, believes it is in the best interest of employees and management to have an environment where concerns are openly discussed. For this reason, PCAs are encouraged to bring all work-related issues to their manager, the consumer. Consumers are encouraged to address issues directly with their PCA. If the PCA and consumer are unable to resolve the issue, they may bring the issue to Comfort Services LLC. Comfort Services LLC is committed to providing a timely response to concerns brought forward.

Termination of Employment or Services
Employees may resign their employment with the consumer and Comfort Services LLC at any time for any reason or no reason, and the consumer and Comfort Services LLC reserve the same right regarding the discontinuation of an individual’s employment. Either the consumer or Comfort Services LLC may terminate services at any time and for any reason or no reason. Comfort Services LLC shall provide reasonable advance notice of termination of service in accordance with the Minnesota Home Care Bill of Rights and Minnesota Statute.

______________________________  Date _______________
Consumer

______________________________  Date _______________
Responsible Party

______________________________  Date _______________
Comfort Services LLC
MEDICAL RELEASE

Consumer’s Name: ____________________________________________________________

Date of Birth: ________________________________________________________________

Address: _____________________________________________________________________

City: __________________________ State: ________________  Zip Code__________

Card Number: ________________________________ Phone: _______________________

I, the above identified consumer, do hereby authorize the release of my Medical records/information to:

COMFORT SERVICES LLC

1229 EAST LAKE ST

MINNEAPOLIS MN 5540

Pone No: 612-822-1203  Fax No: 612-400-7048

PURPOSE FOR THIS REQUEST:  The purpose of this request related my receiving PCA services through Comfort Services LLC, now or in the future.

TYPE OF RECORDS REQUESTED:  I hereby request the release of any and all medical records/information that may reasonably pertain to my future or existing need or receipt of PCA services.

AUTHORIZATION VALID FOR:  This authorization is valid for this request and any future services of the kind described herein until I revoke this authorization in writing. This authorization is only valid for Comfort Services LLC.

I understand that I may revoke this authorization by written request at any time by contacting the facility listed above. I understand that the revocation will not apply to information that has already been released in response to this authorization. I understand that my treatment will not be conditioned on my signing of this authorization. A photocopy of this authorization will be treated in the same manner as the original.

______________________________________________  Date ________________
Consumer

______________________________________________  Date _________________
Responsible Party
245D Policies
Admission Criteria Policy

Program Name: COMFORT SERVICES LLC

I. Policy
   It is the policy of this DHS licensed provider (program) to promote continuity of care by ensuring that admission and service initiation is consistent with a person’s service recipient rights under section 245D.04 and this licensed program’s knowledge, skill, and ability to meet the service and support needs of persons served by this program.

II. Procedures
   A. Pre-admission
      Before admitting a person to the program, the program must provide the following information to the person or the person’s legal representative:
      1. Identifies the criteria to be applied in determining whether the program can develop services to meet the needs specified in the person’s coordinated service and support plan.
      2. A copy of the fact sheet the program received from a law enforcement authority or corrections agent for a person who is a registered predatory offender currently being served by the program when the fact sheet includes a risk level classification for the offender. The fact sheet received by the program should not be altered when it being provided and should contain the following information: (1) name and physical description of the offender; (2) the offender’s conviction history, including the dates of conviction; (3) the risk level classification assigned to the offender under section 244.052, if any; and (4) the profile of likely victims. If a person is being admitted to the program who is a registered predatory offender and the program has received a fact sheet, a copy of the fact sheet must be provided to all persons currently served by the program, or their legal representative.
   
   B. Service initiation
      1. Service recipient rights
         Upon service initiation the program will provide each person or each person’s legal representative with a written notice that identifies the service recipient rights under 245D.04, and an explanation of those rights within five working days of service initiation and annually thereafter. Reasonable accommodations will be made to provide this information in other formats or languages as needed to facilitate understanding of the rights by the person and the person’s legal representative, if any. The program will maintain documentation of the person’s or the person's legal representative's receipt of a copy and an explanation of the rights.
      2. Availability of program policies and procedures
The program must inform the person, or the person’s legal representative, and case manager of the policies and procedures affecting a person's rights under section 245D.04, and provide copies of the following policies and procedures, within five working days of service initiation:

- Grievance policy and procedure.
- Service suspension and termination policy and procedure.
- Emergency use of manual restraints policy and procedure.
- Data privacy.

3. Handling property and funds
The program will obtain written authorization from the person or the person's legal representative and the case manager whenever the program will assist a person with the safekeeping of funds or other property. Authorization must be obtained within five working days of service initiation and renewed annually thereafter. At the time initial authorization is obtained, the program will ask the person or the person's legal representative and the case manager how often they want to receive a statement that itemizes receipts and disbursements of funds or other property. The program will document the preference. The program will document changes to these preferences when they are requested.

C. Refusal to admit a person
1. Refusal to admit a person to the program must be based on an evaluation of the person’s assessed needs and the licensed provider’s lack of capacity to meet the needs of the person.
2. This licensed program must not refuse to admit a person based solely on:
   a. the type of residential services the person is receiving
   b. person’s severity of disability;
   c. orthopedic or neurological handicaps;
   d. sight or hearing impairments;
   e. lack of communication skills;
   f. physical disabilities;
   g. toilet habits;
   h. behavioral disorders; or
   i. past failure to make progress.
3. Documentation of the basis of refusal must be provided to the person or the person’s legal representative and case manager upon request.

Policy reviewed and authorized by:

GANDIY.MOHAMED, OWNER

Print name & title

Signature
Incident Response, Reporting and Review Policy

REQUIREMENTS FOR USE OF THIS SAMPLE DOCUMENT: 245D license holders are responsible for modifying this sample for use in their program. At a minimum, you must fill in the blanks on this form. You may modify the format and content to meet standards used by your program. This sample meets compliance with current licensing requirements as of January 1, 2014. Providers remain responsible for reading, understanding and ensuring that this document conforms to current licensing requirements. DELETE THIS HIGHLIGHTED SECTION TO BEGIN MODIFYING THIS FORM.

Program Name: COMFORT SERVICES LLC

I. Policy

It is the policy of this DHS licensed provider (program) to respond to, report, and review all incidents that occur while providing services in a timely and effective manner in order to protect the health and safety of and minimize risk of harm to persons receiving services.

“Incident" means an occurrence which involves a person and requires the program to make a response that is not part of the program’s ordinary provision of services to that person, and includes:

A. Serious injury of a person;
   1. Fractures;
   2. Dislocations;
   3. Evidence of internal injuries;
   4. Head injuries with loss of consciousness;
   5. Lacerations involving injuries to tendons or organs and those for which complications are present;
   6. Extensive second degree or third degree burns and other burns for which complications are present;
   7. Extensive second degree or third-degree frostbite, and other frostbite for which complications are present;
   8. Irreversible mobility or avulsion of teeth;
   9. Injuries to the eyeball;
   10. Ingestion of foreign substances and objects that are harmful;
   11. Near drowning;
   12. Heat exhaustion or sunstroke; and
   13. All other injuries considered serious by a physician.

B. A person’s death.

C. Any medical emergencies, unexpected serious illness, or significant unexpected change in an illness or medical condition of a person that requires the program to call 911, physician treatment, or hospitalization.
D. Any mental health crisis that requires the program to call 911 or a mental health crisis intervention team.

E. An act or situation involving a person that requires to program to call 911, law enforcement, or the fire department.

F. A person’s unauthorized or unexplained absence from a program.

G. Conduct by a person receiving services against another person receiving services that:
   1. Is so severe, pervasive, or objectively offensive that it substantially interferes with a person’s opportunities to participate in or receive service or support;
   2. Places the person in actual and reasonable fear of harm;
   3. Places the person in actual and reasonable fear of damage to property of the person; or
   4. Substantially disrupts the orderly operation of the program.

H. Any sexual activity between persons receiving services involving force or coercion.
   • “Force” means the infliction, attempted infliction, or threatened infliction by the actor of bodily or commission or threat of any other crime by the actor against the complainant or another, harm which (a) causes the complainant to reasonably believe that the actor has the present ability to execute the threat and (b) if the actor does not have a significant relationship to the complainant, also causes the complainant to submit.
   • “Coercion” means words or circumstances that cause the complainant reasonably to fear that the actor will inflict bodily harm upon, or hold in confinement, the complainant or another, or force the complainant to submit to sexual penetration or contact, but proof of coercion does not require proof of a specific act or threat).

H. Any emergency use of manual restraint.

I. A report of alleged or suspected child or vulnerable adult maltreatment.

II. Response Procedures

A. Serious injury
   1. In the event of a serious injury, staff will provide emergency first aid following instructions received during training.
   2. Summon additional staff, if they are immediately available, to assist in providing emergency first aid or seeking emergency medical care.
   3. Seek medical attention, including calling 911 for emergency medical care, as soon as possible.

B. Death
   1. If staff are alone, immediately call 911 and follow directives given to you by the emergency responder.
   2. If there is another person(s) with you, ask them to call 911, and follow directives given to you by the emergency responder.

C. Medical emergency, unexpected serious illness, or significant unexpected change in an illness or medical condition
1. Assess if the person requires the program to call 911, seek physician treatment, or hospitalization.
2. When staff believes that a person is experiencing a life threatening medical emergency they must immediately call 911.
3. Staff will provide emergency first aid as trained or directed until further emergency medical care arrives at the program or the person is taken to a physician or hospital for treatment.

D. Mental health crisis
   • When staff believes that a person is experiencing a mental health crisis, they must call 911 or the mental health crisis intervention team at
     - Anoka County: 763-755-3801.
     - Carver County: 952-442-7601.
     - Dakota County: 952-891-7171.
     - Washington County: 651-777-5222.
     - Scott County: 952-818-3702.

E. Requiring 911, law enforcement, or fire department
   1. For incidents requiring law enforcement or the fire department, staff will call 911.
   2. For non-emergency incidents requiring law enforcement, staff will call 612-348-2345
   3. For non-emergency incidents requiring the fire department, staff will call 612-348-2345
   4. Staff will explain to the need for assistance to the emergency personnel.
   5. Staff will answer all questions asked and follow instruction given by the emergency personnel responding to the call.

F. Unauthorized or unexplained absence
   When a person is determined to be missing or has an unauthorized or unexplained absence, staff will take the following steps:
   1. If the person has a specific plan outlined in his/her Coordinated Services and Support Plan Addendum to address strategies in the event of unauthorized or unexplained absences that procedure should be implemented immediately, unless special circumstances warrant otherwise.
   2. An immediate and thorough search of the immediate area that the person was last seen will be completed by available staff. When two staff persons are available, the immediate area and surrounding neighborhood will be searched by one staff person. The second staff person will remain at the program location. Other persons receiving services will not be left unsupervised to conduct the search.
   3. If after no more than 15 minutes, the search of the facility and neighborhood is unsuccessful, staff will contact law enforcement authorities.
   4. After contacting law enforcement, staff will notify the Administrator who will determine if additional staff are needed to assist in the search.
   5. A current photo will be kept in each person’s file and made available to law enforcement.
   6. When the person is found staff will return the person to the service site, or make necessary arrangements for the person to be returned to the service site.
G. Conduct of the person
When a person is exhibiting conduct against another person receiving services that is so severe, pervasive, or objectively offensive that it substantially interferes with a person’s opportunities to participate in or receive service or support; places the person in actual and reasonable fear of harm; places the person in actual and reasonable fear of damage to property of the person; or substantially disrupts the orderly operation of the program, staff will take the following steps:
1. Summon additional staff, if available. If injury to a person has occurred or there is eminent possibility of injury to a person, implement approved therapeutic intervention procedures following the policy on emergency use of manual restraints (see EUMR Policy).
2. As applicable, implement the Coordinated Service and Support Plan Addendum for the person.
3. After the situation is brought under control, question the person(s) as to any injuries and visually observe their condition for any signs of injury. If injuries are noted, provide necessary treatment and contact medical personnel if indicated.

H. Sexual activity involving force or coercion
If a person is involved in sexual activity with another person receiving services and that sexual activity involves force or coercion, staff will take the following steps:
1. Instruct the person in a calm, matter-of-fact, and non-judgmental manner to discontinue the activity. Do not react emotionally to the person’s interaction. Verbally direct each person to separate area.
2. If the person does not respond to a verbal redirection, intervene to protect the person from force or coercion, following the EUMR Policy as needed.
3. Summon additional staff if necessary and feasible.
4. If the persons are unclothed, provide them with appropriate clothing. Do not have them redress in the clothing that they were wearing.
5. Do not allow them to bathe or shower until law enforcement has responded and cleared this action.
6. Contact law enforcement as soon as possible and follow all instructions.
7. If the person(s) expresses physical discomfort and/or emotional distress, or for other reasons you feel it necessary, contact medical personnel as soon as possible. Follow all directions provided by medical personnel.

I. Emergency use of manual restraint (EUMR)
Follow the EUMR Policy.

J. Maltreatment
Follow the Maltreatment of Minors or Vulnerable Adult Reporting Policy.

III. Reporting Procedures

A. Completing a report
1. Incident reports will be completed as soon possible after the occurrence, but no later than 24 hours after the incident occurred or the program became aware of the occurrence. The written report will include:
   a. The name of the person or persons involved in the incident;
   b. The date, time, and location of the incident;
   c. A description of the incident;
d. A description of the response to the incident and whether a person’s coordinated service and support plan addendum or program policies and procedures were implemented as applicable;
e. The name of the staff person or persons who responded to the incident; and
f. The results of the review of the incident (see section IV).
2. When the incident involves more than one person, this program will not disclose personally identifiable information about any other person when making the report to the legal representative or designated emergency contact and case manager, unless this program has consent of the person. The written report will not contain the name or initials of the other person(s) involved in the incident.

B. Reporting incidents to team members
   1. All incidents must be reported to the person’s legal representative or designated emergency contact and case manager:
      a. within 24 hours of the incident occurring while services were provided;
      b. within 24 hours of discovery or receipt of information that an incident occurred; or
      c. as otherwise directed in a person’s coordinated service and support plan or coordinated service and support plan addendum.
   2. This program will not report an incident when it has a reason to know that the incident has already been reported.
   4. Any emergency use of manual restraint of a person must be verbally reported to the person’s legal representative or designated emergency contact and case manager within 24 hours of the occurrence. The written report must be completed according to the requirements in the program’s emergency use of manual restraints policy.

C. Additional reporting requirements for deaths and serious injuries
   1. A report of the death or serious injury of a person must be reported to both the Department of Human Services Licensing Division 651-431-2700 and the Office of Ombudsman for Mental Health and Developmental Disabilities.
   2. The report must be made within 24 hours of the death or serious injury occurring while services were provided or within 24 hours of receipt of information that the death or serious injury occurred.
   3. This program will not report a death or serious injury when it has a reason to know that the death or serious injury has already been reported to the required agencies.

D. Additional reporting requirements for maltreatment
   1. When reporting maltreatment, this program must inform the case manager of the report unless there is reason to believe that the case manager is involved in the suspected maltreatment.
   2. The report to the case manager must disclose the nature of the activity or occurrence reported and the agency that received the maltreatment report.

E. Additional reporting requirements for emergency use of manual restraint (EUMR)
   Follow the EUMR Policy.

IV. Reviewing Procedures

A. Conducting a review of incidents and emergencies
This program will complete a review of all incidents.
1. The review will be completed by Fardowsa Mohamed
2. The review will be completed within 3 days of the incident.
3. The review will ensure that the written report provides a written summary of the incident.
4. The review will identify trends or patterns, if any, and determine if corrective action is needed.
5. When corrective action is needed, a staff person will be assigned to take the corrective action within a specified time period.

B. Conducting an internal review of deaths and serious injuries
This program will conduct an internal review of all deaths and serious injuries that occurred while services were being provided if they were not reported as alleged or suspected maltreatment. (Refer to the Vulnerable Adults Maltreatment Reporting and Internal Review Policy and Maltreatment of Minors Reporting and Internal Review Policy when alleged or suspected maltreatment has been reported.)
1. The review will be completed by Administrator
2. The review will be completed within 3 days of the death or serious injury.
3. The internal review must include an evaluation of whether:
   a. related policies and procedures were followed;
   b. the policies and procedures were adequate;
   c. there is need for additional staff training;
   d. the reported event is similar to past events with the persons or the services involved to identify incident patterns; and
   e. there is need for corrective action by the program to protect the health and safety of the persons receiving services and to reduce future occurrences.

5. Based on the results of the internal review, the program must develop, document, and implement a corrective action plan designed to correct current lapses and prevent future lapses in performance by staff or the program, if any.
6. The internal review of all incidents of emergency use of manual restraints must be completed according to the requirements in the program’s emergency use of manual restraints policy.

C. Conducting an internal review of maltreatment
Follow the Maltreatment of Minors or Vulnerable Adult Reporting Policy

D. Conducting a review of emergency use of manual restraints
Follow the EUMR Policy.

Record Keeping Procedures
A. The review of an incident will be documented on the incident reporting form and will include identifying trends or patterns and corrective action if needed.

B. Incident reports will be maintained in the person’s record. The record must be uniform and legible.

Policy reviewed and authorized by:

GANDIY.MOHAMED, OWNER
Print name & title

Signature
Data Privacy Policy

Program Name: COMFORT SERVICES LLC

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:

GANDJY.MOHAMED, OWNER

Print name & title  Signature
Drug and Alcohol Policy

Program Name: COMFORT SERVICES LLC

I. Policy

It is the policy of this DHS licensed provider (program) to support a workplace free from the effects of drugs, alcohol, chemicals, and abuse of prescription medications. This policy applies to all of our employees, subcontractors, and volunteers (employees).

II. Procedures

A. All employees must be free from the abuse of prescription medications or being in any manner under the influence of a chemical that impairs their ability to provide services or care.

B. The consumption of alcohol is prohibited while directly responsible for persons receiving services, or on our property (owned or leased), or in our vehicles, machinery, or equipment (owned or leased), and will result in corrective action up to and including termination.

C. Being under the influence of a controlled substance identified under Minnesota Statutes, chapter 152, or alcohol, or illegal drugs in any manner that impairs or could impair an employee’s ability to provide care or services to persons receiving services is prohibited and will result in corrective action up to and including termination.

D. The use, sale, manufacture, distribution, or possession of illegal drugs while providing care or to persons receiving services, or on our property (owned or leased), or in our vehicles, machinery, or equipment (owned or leased), will result in corrective action up to and including termination.

E. Any employee convicted of criminal drug use or activity must notify FARDOWSA MOHAMED no later than five (5) days after the conviction.

F. Criminal conviction for the sale of narcotics, illegal drugs or controlled substances will result in corrective action up to and including termination.

H. The program’s designated staff person will notify the appropriate law enforcement agency when we have reasonable suspicion to believe that an employee may have illegal drugs in his/her possession while on duty during work hours. Where appropriate, we will also notify licensing boards.

Policy reviewed and authorized by:

GANDI MOHAMED

Print name & title     Signature
Emergency Use of Manual Restraints Policy

Program Name: COMFORT SERVICES LLC

I. Policy

It is the policy of this DHS licensed provider (program) 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:

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

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 be 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.
- Refer to the attached list of alternative measures that includes a description of each of the alternative measures trained staff are allowed to use and instructions for the safe and correct implementation of those alternative measures.

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. Conditions for Emergency Use of Manual Restraint

A. Emergency use of manual restraint must meet the following conditions:
1. immediate intervention must be needed to protect the person or others from imminent risk of physical harm;
2. the type of manual restraint used must be the least restrictive intervention to eliminate the immediate risk of harm and effectively achieve safety; and
3. the manual restraint must end when the threat of harm ends.

B. The following conditions, on their own, are not conditions for emergency use of manual restraint:
1. the person is engaging in property destruction that does not cause imminent risk of physical harm;
2. the person is engaging in verbal aggression with staff or others; or
3. a person’s refusal to receive or participate in treatment or programming.

VII. Restrictions When Implementing Emergency Use of Manual Restraint

Emergency use of manual restraint must not:
1. be implemented with a child in a manner that constitutes sexual abuse, neglect, physical abuse, or mental injury;
2. be implemented with an adult in a manner that constitutes abuse or neglect;
3. be implemented in a manner that violates a person’s rights and protection;  
4. be implemented in a manner that is medically or psychologically contraindicated for a person;  
5. restrict a person’s normal access to a nutritious diet, drinking water, adequate ventilation, necessary medical care, ordinary hygiene facilities, normal sleeping conditions, or necessary clothing;  
6. restrict a person’s normal access to any protection required by state licensing standards and federal regulations governing this program;  
7. deny a person visitation or ordinary contact with legal counsel, a legal representative, or next of kin;  
8. be used as a substitute for adequate staffing, for the convenience of staff, as punishment, or as a consequence if the person refuses to participate in the treatment or services provided by this program;  
9. use prone restraint. “Prone restraint” means use of manual restraint that places a person in a face-down position. It does not include brief physical holding of a person who, during an emergency use of manual restraint, rolls into a prone position, and the person is restored to a standing, sitting, or side-lying position as quickly as possible; or  
10. apply back or chest pressure while a person is in a prone position, supine (meaning a face-up) position, or side-lying position,  
11. be implemented in a manner that is contraindicated for any of the person’s known medical or psychological limitations.  

VIII. Monitoring Emergency Use of Manual Restraint  
A. The program must monitor a person’s health and safety during an emergency use of a manual restraint. The purpose of the monitoring is to ensure the following:  
1. only manual restraints allowed in this policy are implemented;  
2. manual restraints that have been determined to be contraindicated for a person are not implemented with that person;  
3. allowed manual restraints are implemented only by staff trained in their use;  
4. the restraint is being implemented properly as required; and  
5. the mental, physical, and emotional condition of the person who is being manually restrained is being assessed and intervention is provided when necessary to maintain the person’s health and safety and prevent injury to the person, staff involved, or others involved.  

B. When possible, a staff person who is not implementing the emergency use of a manual restraint must monitor the procedure.  

C. A monitoring form, as approved by the Department of Human Services, must be completed for each incident involving the emergency use of a manual restraint.  

IX. Reporting Emergency Use of Manual Restraint  
A. Within 24 hours of an emergency use of manual restraint, the legal representative and the case manager must receive verbal notification of the occurrence as required under the incident response and reporting requirements in the 245D HCBS Standards, section 245D.06, subdivision 1.  

When the emergency use of manual restraint involves more than one person receiving services, the incident report made to the legal representative and the case manager must not disclose personally identifiable information about any other person unless the program has the consent of the person.
B. Within 3 calendar days after an emergency use of a manual restraint, the staff person who implemented the emergency use must report in writing to the program’s designated coordinator the following information about the emergency use:
   1. who was involved in the incident leading up to the emergency use of a manual restraint; including the names of staff and persons receiving services who were involved;
   2. a description of the physical and social environment, including who was present before and during the incident leading up to the emergency use of a manual restraint;
   3. a description of what less restrictive alternative measures were attempted to de-escalate the incident and maintain safety before the emergency use of a manual restraint was implemented. This description must identify when, how, and how long the alternative measures were attempted before the manual restraint was implemented;
   4. a description of the mental, physical, and emotional condition of the person who was manually restrained, leading up to, during, and following the manual restraint;
   5. a description of the mental, physical, and emotional condition of the other persons involved leading up to, during, and following the manual restraint;
   6. whether there was any injury to the person who was restrained before or as a result of the use of a manual restraint;
   7. whether there was any injury to other persons, including staff, before or as a result of the use of a manual restraint; and
   8. whether there was a debriefing with the staff and, if not contraindicated, with the person who was restrained and other persons who were involved in or who witnessed the restraint, following the incident. Include the outcome of the debriefing. If the debriefing was not conducted at the time the incident report was made, the report should identify whether a debriefing is planned.

C. A copy of this report must be maintained in the person’s service recipient record. The record must be uniform and legible.

D. Each single incident of emergency use of manual restraint must be reported separately. A single incident is when the following conditions have been met:
   1. after implementing the manual restraint, staff attempt to release the person at the moment staff believe the person’s conduct no longer poses an imminent risk of physical harm to self or others and less restrictive strategies can be implemented to maintain safety;
   2. upon the attempt to release the restraint, the person’s behavior immediately re-escalates; and
   3. staff must immediately re-implement the manual restraint in order to maintain safety.

X. Internal Review of Emergency Use of Manual Restraint
   A. Within 5 business days after the date of the emergency use of a manual restraint, the program must complete and document an internal review of the report prepared by the staff member who implemented the emergency procedure.
   B. The internal review must include an evaluation of whether:
      1. the person’s service and support strategies need to be revised;
      2. related policies and procedures were followed;
      3. the policies and procedures were adequate;
      4. there is need for additional staff training;
5. the reported event is similar to past events with the persons, staff, or the services involved; and
6. there is a need for corrective action by the program to protect the health and safety of persons.

C. Based on the results of the internal review, the program must develop, document, and implement a corrective action plan for the program designed to correct current lapses and prevent future lapses in performance by individuals or the program.

D. The corrective action plan, if any, must be implemented within 30 days of the internal review being completed.

E. The program has identified the following person or position responsible for conducting the internal review and for ensuring that corrective action is taken, when determined necessary:

Fardowsa Mohamed, Administrator

XI. Expanded Support Team Review of Emergency Use of Manual Restraint
A. Within 5 working days after the completion of the internal review, the program must consult with the expanded support team to:
   1. Discuss the incident to:
      a. define the antecedent or event that gave rise to the behavior resulting in the manual restraint; and
      b. identify the perceived function the behavior served.
   2. Determine whether the person’s coordinated service and support plan addendum needs to be revised to:
      a. positively and effectively help the person maintain stability; and
      b. reduce or eliminate future occurrences of manual restraint.

B. The program must maintain a written summary of the expanded support team’s discussion and decisions in the person’s service recipient record.

C. The program has identified the following person or position responsible for conducting the expanded support team review and for ensuring that the person’s coordinated service and support plan addendum is revised, when determined necessary.

Fardowsa Mohamed, Administrator

XII. External Review and Reporting of Emergency Use of Manual Restraint
Within 5 working days after the completion of the expanded support team review, the program must submit the following to the Department of Human Services using the online behavior intervention reporting form which automatically routes the report to the Office of the Ombudsman for Mental Health and Developmental Disabilities:
   1. report of the emergency use of a manual restraint;
   2. the internal review and corrective action plan; and
   3. the expanded support team review written summary.

XIII. Staff Training
Before staff may implement manual restraints on an emergency basis the program must provide the training required in this section.

A. The program must provide staff with orientation and annual training as required in Minnesota Statutes, section 245D.09.
   1. Before having unsupervised direct contact with persons served by the program, the program must provide instruction on prohibited procedures that address the following:
      a. what constitutes the use of restraint, time out, seclusion, and chemical restraint;
      b. staff responsibilities related to ensuring prohibited procedures are not used;
      c. why such prohibited procedures are not effective for reducing or eliminating symptoms or undesired behavior;
      d. why prohibited procedures are not safe; and
      e. the safe and correct use of manual restraint on an emergency basis according to the requirements in the 245D HCBS Standards, section 245D.061 and this policy.
   2. Within 60 days of hire the program must provide instruction on the following topics:
      a. alternatives to manual restraint procedures, including techniques to identify events and environmental factors that may escalate conduct that poses an imminent risk of physical harm to self or others;
      b. de-escalation methods, positive support strategies, and how to avoid power struggles;
      c. simulated experiences of administering and receiving manual restraint procedures allowed by the program on an emergency basis;
      d. how to properly identify thresholds for implementing and ceasing restrictive procedures;
      e. how to recognize, monitor, and respond to the person’s physical signs of distress, including positional asphyxiation;
      f. the physiological and psychological impact on the person and the staff when restrictive procedures are used;
      g. the communicative intent of behaviors; and
      h. relationship building.

B. Training on these topics received from other sources may count toward these requirements if received in the 12-month period before the staff person’s date of hire or in the 12-month period before this program’s 245D-HCBS license became effective on Jan. 1, 2014.

C. The program must maintain documentation of the training received and of each staff person’s competency in each staff person’s personnel record.

Policy reviewed and authorized by:

GANDIY.MOHAMED, OWNER____________________________________________________________
Print name & title       Signature
Grievance Policy

Program Name: COMFORT SERVICES LLC

Policy

It is the policy of this DHS licensed provider (program) 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 Gandi Y Mohamed, Owner
      • They may be reached at 1304 East Lake Street Ste 104 Minneapolis, MN 55407
        TEL: 612.822.1203

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:

GANDI Y. MOHAMED
Print name & title
Signature
SERVICE TERMINATION POLICY 245D

Policy

It is the policy of Comfort Services LLC to ensure our procedures for service termination promote continuity of care and service coordination for persons receiving services.

II. Procedures

A. **Comfort Services LLC 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 person's needs cannot be met;
2. The safety of the person or others 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 would otherwise be endangered;
4. Comfort Services LLC has not been paid for services;
5. Comfort Services LLC 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 Comfort Services LLC must document the actions taken to minimize or eliminate the need for termination.**

1. Action taken by Comfort Services LLC 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.

   The request for intervention services will not be made for service termination notices issued because Comfort Services LLC has not been paid for services.

16. If, based on the best interests of the person, the circumstances at the time of the notice were such that Comfort Services LLC unable to consult with the person’s team or request interventions services, Comfort Services LLC 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. Comfort Services LLC 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 Comfort Services LLC 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, Comfort Services LLC 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:

Fardowsa Mohamed                  245D Program Manager

Date of last policy review: 11.25.2019
Date of last policy revision: 11.25.2019
Legal Authority: MS § 245D.10, subd. 3a
TEMPORARY SERVICE SUSPENSION POLICY FOR 245D SERVICES

I. Policy

It is the policy of Comfort Services LLC to ensure our procedures for temporary service suspension promote continuity of care and service coordination for persons receiving services.

II. Procedures

A. Comfort Services LLC 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. Comfort Services LLC has not been paid for services.

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

1. Action taken by Comfort Services LLC 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 Comfort Services LLC.

2. If, based on the best interests of the person, the circumstances at the time of the notice were such that Comfort Services LLC unable to consult with the person’s team or request interventions services, Comfort Services LLC 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. Comfort Services LLC 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, Comfort Services LLC 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 Comfort Services LLC 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 Comfort Services LLC.

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, Comfort Services LLC must document the specific reasons why a contrary decision was made.

Policy reviewed and authorized by:

Fardowsa Mohamed  245D Program Manager  ______________________________

Signature

Date of last policy review: 11.25.2019
Date of last policy revision: 11.25.2019
Legal Authority:  MS § 245D.10, subd. 3a
Universal Precautions and Sanitary Practices Policy

Program Name: COMFORT SERVICES LLC

I. Policy

It is the policy of this DHS licensed provider (program) to follow universal precautions and sanitary practices, including hand washing, for infection prevention and control, and to prevent communicable diseases.

II. Procedures

A. Universal precautions, sanitary practices, and prevention

Universal precautions apply to the following infectious materials: blood; bodily fluids visibly contaminated by blood; semen; and vaginal secretions. All staff are required to follow universal precautions and sanitary practices, including:

1. Use of proper hand washing procedure
2. Use of gloves in contact with infectious materials.
3. Use of a gown or apron when clothing may become soiled with infectious materials
4. Use of a mask and eye protection, if splashing is possible
5. Use of gloves and disinfecting solution when cleaning a contaminated surface
6. Proper disposal of sharps
7. Use of gloves and proper bagging procedures when handling and washing contaminated laundry

B. Control of communicable diseases ([Reportable Infectious Diseases: Reportable Diseases A-Z - Minnesota Dept. of Health](http://www.health.state.mn.us))

1. Staff will report any signs of possible infections or symptoms of communicable diseases that a person receiving services is experiencing to FARDOWSA Y. MOHAMED
2. When a person receiving services has been exposed to a diagnosed communicable disease, staff will promptly report to other licensed providers and residential settings.
3. Staff diagnosed with a communicable disease, may return to work upon direction of a health care professional.

Policy reviewed and authorized by:

GANDIY.MOHAMED, OWNER

Print name & title

Signature
MAL TREATMENT OF MINORS MANDATED REPORTING
POLICY FOR DHS LICENSED PROGRAMS

Program Name: COMFORT SERVICES LLC

Who Should Report Child Abuse and Neglect

- Any person may voluntarily report abuse or neglect.

- If you work with children in a licensed facility, you are legally required or mandated to report and cannot shift the responsibility of reporting to your supervisor or to anyone else at your licensed facility. If you know or have reason to believe a child is being or has been neglected or physically or sexually abused within the preceding three years you must immediately (within 24 hours) make a report to an outside agency.

Where to Report

- If you know or suspect that a child is in immediate danger, call 911.

- All reports concerning suspected abuse or neglect of children occurring in a licensed facility should be made to the Department of Human Services, Licensing Division’s Maltreatment Intake line at (651) 431-6600.

- Reports regarding incidents of suspected abuse or neglect of children occurring within a family or in the community should be made to the local county social services agency at 612.348.3552 option 1 or your nearby local law enforcement.

- If your report does not involve possible abuse or neglect, but does involve possible violations of Minnesota Statutes or Rules that govern the facility, you should call the Department of Human Services, Licensing Division at (651) 431-6500.

What to Report

- Definitions of maltreatment are contained in the Reporting of Maltreatment of Minors Act (Minnesota Statutes, section 626.556) and should be attached to this policy.

- A report to any of the above agencies should contain enough information to identify the child involved, any persons responsible for the abuse or neglect (if known), and the nature and extent of the maltreatment and/or possible licensing violations. For reports concerning suspected abuse or neglect occurring within a licensed facility, the report should include any actions taken by the facility in response to the incident.

- An oral report of suspected abuse or neglect made to one of the above agencies by a mandated reporter must be followed by a written report to the same agency within 72 hours, exclusive of weekends and holidays.

Failure to Report

A mandated reporter who knows or has reason to believe a child is or has been neglected or physically or sexually abused and fails to report is guilty of a misdemeanor. In addition, a mandated reporter who fails to report maltreatment that is found to be serious or recurring maltreatment may be disqualified from employment in positions allowing direct contact with persons receiving services from programs licensed by the Department of Human Services and by the Minnesota Department of Health, and unlicensed Personal Care Provider Organizations.

Retaliation Prohibited

An employer of any mandated reporter shall not retaliate against the mandated reporter for reports made in good faith or against a child with respect to whom the report is made. The Reporting of Maltreatment of Minors Act...
contains specific provisions regarding civil actions that can be initiated by mandated reporters who believe that retaliation has occurred.

**Internal Review**
When the facility has reason to know that an internal or external report of alleged or suspected maltreatment has been made, the facility must complete an internal review within 30 calendar days and take corrective action, if necessary, to protect the health and safety of children in care. The internal review must include an evaluation of whether:

(i) related policies and procedures were followed;
(ii) the policies and procedures were adequate;
(iii) there is a need for additional staff training;
(iv) the reported event is similar to past events with the children or the services involved; and
(v) there is a need for corrective action by the license holder to protect the health and safety of children in care.

**Primary and Secondary Person or Position to Ensure Internal Reviews are Completed**
The internal review will be completed by _Fardowsa Mohamed, Administrator. If this individual is involved in the alleged or suspected maltreatment, __Gandi Mohamed, Owner will be responsible for completing the internal review.

**Documentation of the Internal Review**
The facility must document completion of the internal review and make internal reviews accessible to the commissioner immediately upon the commissioner’s request.

**Corrective Action Plan**
Based on the results of the internal 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 individuals or the license holder, if any.

**Staff Training**
The license holder must provide training to all staff related to the mandated reporting responsibilities as specified in the Reporting of Maltreatment of Minors Act (Minnesota Statutes, section 626.556). The license holder must document the provision of this training in individual personnel records, monitor implementation by staff, and ensure that the policy is readily accessible to staff, as specified under Minnesota Statutes, section 245A.04, subdivision 14.

The mandated reporting policy must be provided to parents of all children at the time of enrollment in the child care program and must be made available upon request.

I have read, understand and have been given orientation and training on my responsibilities related to what is stated above.

Staff Name: ________________________________

Staff Signature: ___________________________ Date: __________________
MALTREATMENT OF VULNERABLE ADULTS REPORTING POLICY FOR DHS LICENSED PROGRAMS

Program Name: COMFORT SERVICES LLC

As a mandated reporter, if you know or suspect that a vulnerable adult has been maltreated, you must report it immediately (within 24 hours).

Where to Report

- You can report to the Common Entry Point at the MN Adult Abuse Reporting Center (MAARC) phone number, 844-880-1574.
- Or, you can report internally to Fardowsa Mohamed, Administrator If the individual listed above is involved in the alleged or suspected maltreatment, you must report to Gandi Y Mohamed, owner.

Internal Report

- When an internal report is received, Fardowsa Mohamed, Administrator is responsible for deciding if the report must be forwarded to the Common Entry Point. If that person is involved in the suspected maltreatment, Fardowsa Mohamed, Administrator will assume responsibility for deciding if the report must be forwarded to the Common Entry Point. The report must be forwarded within 24 hours.
- If you have reported internally, you will receive, within two working days, a written notice that tells you whether or not your report has been forwarded to the Common Entry Point. The notice will be given to you in a manner that protects your identity. It will inform you that, if you are not satisfied with the facility’s decision on whether or not to report externally, you may still make the external report to the Common Entry Point yourself. It will also inform you that you are protected against any retaliation if you decide to make a good faith report to the Common Entry Point.

Internal Review

When the facility has reason to know that an internal or external report of alleged or suspected maltreatment has been made, the facility must complete an internal review within 30 calendar days and take corrective action, if necessary, to protect the health and safety of vulnerable adults. The internal review must include an evaluation of whether:

(vi) related policies and procedures were followed;
(vii) the policies and procedures were adequate;
(viii) there is a need for additional staff training;
(ix) the reported event is similar to past events with the vulnerable adults or the services involved; and
there is a need for corrective action by the license holder to protect the health and safety of vulnerable adults.

**Primary and Secondary Person or Position to Ensure Internal Reviews are Completed**

The internal review will be completed by Fardowsa Mohamed, Administrator. If this individual is involved in the alleged or suspected maltreatment, Gandi Y Mohamed, Owner will be responsible for completing the internal review.

**Documentation of the Internal Review**

The facility must document completion of the internal review and make internal reviews accessible to the commissioner immediately upon the commissioner’s request.

**Corrective Action Plan**

Based on the results of the internal 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 individuals or the license holder, if any.

**Staff Training**

The license holder shall ensure that each new mandated reporter receives an orientation within 72 hours of first providing direct contact services to a vulnerable adult and annually thereafter. The orientation and annual review shall inform the mandated reporters of the reporting requirements and definitions specified under Minnesota Statutes, sections 626.557 and 626.5572, the requirements of Minnesota Statutes, section 245A.65, the license holder’s program abuse prevention plan, and all internal policies and procedures related to the prevention and reporting of maltreatment of individuals receiving services.

The license holder must document the provision of this training, monitor implementation by staff, and ensure that the policy is readily accessible to staff, as specified under Minnesota Statutes, section 245A.04, subdivision 14.

**THIS REPORTING POLICY MUST BE POSTED IN A PROMINENT LOCATION, AND BE MADE AVAILABLE UPON REQUEST.**

I have read, understand and have been given orientation and training on my responsibilities related to what is stated above.

**Staff Name: ______________________________**

**Staff Signature: ___________________________ Date: ____________________**
NOTICE OF HEALTH INFORMATION PRIVACY PRACTICES

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

If you have any questions about this notice, please contact Comfort Services LLC Management.

Each time you visit a hospital, physician, or other health care provider, a record of your visit is made. Typically, this record contains your symptoms, examination, test results, diagnoses, treatment, a plan for future care or treatment, and billing-related information. This notice applies to all the records of your care generated by Comfort Services LLC whether made by home care personnel, agents of Comfort Services LLC.

OUR RESPONSIBILITY

We are required by law and by our own standards to maintain the privacy of your health information and provide you with a description of our privacy practices. We will abide by the terms of this notice.

USES AND DISCLOSURES

This law permits us to use and/or disclose Protected Health Information to carry out treatment, payment and other healthcare operations.

FOR TREATMENT: We may use your medical information to provide treatment or services to you. We may disclose your medical information to doctors, nurses, technicians, medical students, or other home care personnel who are involved in taking care of you at Comfort Services LLC. For example, a doctor treating you for a broken leg may need to know if you have diabetes because diabetes may slow the healing process. Different personnel in the home care agency also may share your medical information in order to coordinate the different things you may need, such as prescriptions or lab work.

FOR PAYMENT: We may use and disclose medical information about your treatment and services to bill and collect payment from you, your insurance company or a third-party payer. For example, we may need to give your insurance company information about your care so they will pay us or reimburse you for the treatment. We may also tell your health plan about treatment you are going to receive to determine whether your plan will cover it.

FOR HEALTHCARE OPERATIONS: Members of the care team and/or quality improvement team may use information in your health record to assess the care and outcomes in your case and others like it. The results will then be used to continually improve the quality of care for all clients we serve. For example, we may combine medical information about many clients to evaluate the need for new services or treatment. We may disclose information to doctors, nurses and other students for education purposes. And we may combine medical information we have with that of other agencies to see where we can make improvements. We may remove information that identifies you from this set of medical information to protect your privacy.

We may also use and disclose medical information:

- To business associates we have contracted with to perform the agreed upon service and billing for it;
- To remind you that you have an appointment for medical care;
• To assess your satisfaction with our services;
• To tell you about possible treatment alternatives;
• To tell you about health-related benefits or services;
• To contact you as part of fundraising efforts;
• To inform Funeral Directors consistent with applicable law;
• For population-based activities relating to improving health or reducing health care costs; and
• For conducting training programs or reviewing competence of healthcare professionals

BUSINESS ASSOCIATES: There are some services provided in our organization through contracts with business associates. Examples include some rehabilitative therapy services such as physical, speech and/or occupational therapy. When these services are contracted, we may disclose your health information to our business associate so that they can perform the job we have asked them to do and bill you or your third-party payer for services rendered. To protect your health information, however, we require the business associate to appropriately safeguard your information.

INDIVIDUALS INVOLVED IN YOUR CARE OR PAYMENT FOR YOUR CARE: We may disclose to your family, a relative, a close friend or any other person you identify as your emergency contact(s), your health information that relates to that person's involvement in your care or payment related to your care. In addition, we may disclose your medical information to an entity assisting in a disaster relief effort so that your family can be notified about your condition, status and location.

RESEARCH: We may disclose information to researchers after an institutional review board has reviewed the research proposal and established protocols to ensure the privacy of your health information has approved their research.

FUTURE COMMUNICATION: We may communicate to you via newsletters, direct mail or other means regarding treatment options, health related information, disease-management programs, wellness programs, or other community-based initiatives or activities our home care agency is participating in.

AS REQUIRED BY LAW, we also may use and disclose health information for the following types of entities, including but not limited to:

• Food and Drug Administration
• Public health or legal authorities charged with preventing or controlling disease, injury or disability
• Correctional institutions
• Workers compensation agents
• Organ and tissue donation organizations
• Military command authorities
• Health oversight agencies
• Funeral directors, coroners and medical directors
• National security and intelligence agencies
• Protective services for the President of the United States and others

LAW ENFORCEMENT/LEGAL PROCEEDINGS:
We may disclose health information for law enforcement purposes as required by law or in response to a valid subpoena or court order.

**STATE SPECIFIC REQUIREMENTS:**
Many states have requirements for reporting including population-based activities relating to improving health or reducing healthcare costs. Some states have separate privacy laws that may apply additional legal requirements. If the State privacy laws are more stringent than Federal privacy laws, the State law preempts the Federal law.
Individual Abuse Prevention Plan (IAPP)

Program Name: COMFORT SERVICES LLC

I. Policy

Instructions and requirements:
This program is required to establish and enforce ongoing written individual abuse prevention plans as required under Minnesota Statutes, section 626.557, subdivision 14 and section 245A.65, subdivision 2 (b). Development and review of the plan: An individual abuse prevention plan shall be developed for each new person as part of the initial individual program plan or service plan required under the applicable licensing rule. The review and evaluation of the individual abuse prevention plan shall be done as part of the review of the program plan or service plan. The person receiving services shall participate in the development of the individual abuse prevention plan to the full extent of the person's abilities. If applicable, the person's legal representative shall be given the opportunity to participate with or for the person in the development of the plan. The interdisciplinary team shall document the review of all abuse prevention plans at least annually, using the individual assessment and any reports of abuse relating to the person. The plan shall be revised to reflect the results of this review.

Plan contents: The plan shall include a statement of measures that will be taken to minimize the risk of abuse to the vulnerable adult when the individual assessment required in section 626.557, subdivision 14, paragraph (b), indicates the need for measures in addition to the specific measures identified in the program abuse prevention plan. The measures shall include the specific actions the program will take to minimize the risk of abuse within the scope of the licensed services, and will identify referrals made when the vulnerable adult is susceptible to abuse outside the scope or control of the licensed services. When the assessment indicates that the vulnerable adult does not need specific risk reduction measures in addition to those identified in the program abuse prevention plan, the individual abuse prevention plan shall document this determination.

Requirements of 626.557, subd. 14(b): Each facility, including a home health care agency and personal care attendant services providers, shall develop an individual abuse prevention plan for each vulnerable adult residing there or receiving services from them. The plan shall contain an individualized assessment of: (1) the person's susceptibility to abuse by other individuals, including other vulnerable adults; (2) the person's risk of abusing other vulnerable adults; and (3) statements of the specific measures to be taken to minimize the risk of abuse to that person and other vulnerable adults. For the purposes of this paragraph, the term "abuse" includes self-abuse.

Persons with history of violent crime an act of physical aggression toward others: If the program knows that the vulnerable adult has committed a violent crime or an act of physical aggression toward others, the individual abuse prevention plan must detail the measures to be taken to minimize the risk that the vulnerable adult might reasonably be expected to pose to visitors to the facility and persons outside the facility, if unsupervised. Under this section, a facility knows of a vulnerable adult's history of criminal misconduct or physical aggression if it receives such information from a law enforcement authority or through a medical record prepared by another facility, another health care provider, or the facility's ongoing assessments of the vulnerable adult.

Legal Authority: MS §§ 245D.071, subd. 2, 245A.65, subd. 2, and 626.557, subd. 14
Individual Abuse Prevention Plan (IAPP)

Person’s Name: _________________________________________________________________

Program: ________________________________________________________________

Instructions: For each area, assess whether the person is susceptible to abuse by others and the person’s risk of abusing other vulnerable people. If susceptible, indicate why by checking the appropriate reason or by adding a reason. Identify specific measures to be taken to minimize the risk within the scope of licensed services and identify referrals needed when the person is susceptible outside the scope or control of the licensed services. If the person does not need specific risk reduction measures in addition to those identified in the program abuse prevention plan, document this determination and identify the area of the program prevention plan that addresses the area of susceptibility.

A. Sexual abuse

Is the person susceptible to abuse in this area?  □ Yes (if any area below is checked)  □ No

Lack of understanding of sexuality
Likely to seek or cooperate in an abusive situation
Inability to be assertive
Other:

Specific measures to minimize risk of abuse for each area checked:

Referrals made when the person is susceptible to abuse outside the scope or control of this program (Identify the referral and the date it occurred).

B. Physical Abuse

Is the person susceptible to abuse in this area?  □ Yes (if any area below is checked)  □ No

Inability to identify potentially dangerous situations
Lack of community orientation skills
Inappropriate interactions with others
Inability to deal with verbally/physically aggressive persons
Verbally/physically abusive to others
“Victim” history exists
Other:

Specific measures to minimize risk of abuse for each area checked:

Referrals made when the person is susceptible to abuse outside the scope or control of this program (Identify the referral and the date it occurred).
C. **Self-Abuse**

Is the person susceptible to abuse in this area?  
☐ Yes (if any area below is checked)  ☐ No

- Dresses inappropriately
- Refuses to eat
- Inability to care for self-help needs
- Lack of self-preservation skills (ignores personal safety)
- Engages in self-injurious behaviors
- Neglects or refuses to take medications
- Other:

Specific measures to minimize risk of abuse for each area checked:

Referrals made when the person is susceptible to abuse outside the scope or control of this program (Identify the referral and the date it occurred).

D. **Financial Exploitation**

Is the person susceptible in this area?  
☐ Yes (if any area below is checked)  ☐ No

- Inability to handle financial matters
- Other:

Specific measures to minimize risk of abuse for each area checked:

Referrals made when the person is susceptible to abuse outside the scope or control of this program (Identify the referral and the date it occurred).

E. **Is the program aware of this person committing a violent crime or act of physical aggression toward others?**  
☐ Yes  ☐ No

Specific measures to be taken to minimize the risk this person might reasonably be expected to pose to visitors to the program and persons outside the program, if unsupervised:

Referrals made when the person is susceptible to abuse outside the scope or control of this program (Identify the referral and the date it occurred).

An individual abuse prevention plan is developed for each new person as part of the initial service plan. The person will participate in the development of the plan to the full extent of their ability. When applicable, the person’s legal representative will be given the opportunity to participate with or for the person in the development of the plan. The interdisciplinary team will document the review of the plan at least annually, using an individual assessment, as required in MN Statutes, section 245D.071, subd. 3, and any reports of abuse relating to the person. The plan shall be revised to reflect the results of this review.

Signatures of those reviewing and/or participating in the development of this plan
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<thead>
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<th>Name</th>
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Emergency Response, Reporting & Review Policy

REQUIREMENTS FOR USE OF THIS SAMPLE DOCUMENT: 245D license holders are responsible for modifying this sample for use in their program. At a minimum, you must fill in the blanks on this form. You may modify the format and content to meet standards used by your program. This sample meets compliance with current licensing requirements as of January 1, 2014. Providers remain responsible for reading, understanding and ensuring that this document conforms to current licensing requirements. DELETE THIS HIGHLIGHTED SECTION TO BEGIN MODIFYING THIS FORM.

Program Name: COMFORT SERVICES LLC

I. Policy

It is the policy of this DHS licensed provider (program) to effectively respond to, report, and review all emergencies to ensure the safety of persons receiving services and to promote the continuity of services until emergencies are resolved.

“Emergency” means any event that affects the ordinary daily operation of the program including, but not limited to:

- fires, severe weather, natural disasters, power failures, or other events that threaten the immediate health and safety of a person receiving services; and
- that require calling 911, emergency evacuation, moving to an emergency shelter, or temporary closure or relocation of the program to another facility or service site for more than 24 hours.

II. Response Procedures

A. Safety procedures

1. Fires. Additional information on safety in fires is available online at: http://www.ready.gov/fires. In the event of a fire emergency, staff will take the following actions:

   Upon hearing sirens or a take cover warning, staff will notify all persons that they need to seek shelter and will guide all persons to the designated safe area in the facility and will also bring a battery-operated radio, first aid kit, and flashlight.

   If feasible, persons served but not scheduled for supervision will be called and warned. Staff will assist all persons in staying in the safe area until an all clear is issued through the radio or by other means.

   If injury or damage occurs, staff will notify the manager or designee and follow directions given.

   Evacuate all people in the immediate area to an area of safety, closing doors against smoke and heat. Test a closed door before opening by feeling near the top. If the door is hot, use an alternative exit. If a room is smoke-filled, keep close to the floor to breathe more easily.

   When evacuating outside, the designated meeting place is “Parking Lot on 13th Av behind the building

Comfort Services LLC
www.Comfortmn.com
Remain calm and keep everyone together. Do not reenter until the fire department determines it is safe to do so.

Call 911 for the fire department and provide them with relevant information.

Provide emergency first aid as required until emergency personnel arrive.

2. **Severe weather and natural disasters.** Additional information on safety in severe weather or natural disasters is available online at: [http://www.ready.gov/natural-disasters](http://www.ready.gov/natural-disasters). In the event of a severe weather emergency, staff will take the following actions:

   *Insert a description of the actions staff will take in the event of severe weather. Staff actions may include:*

   Monitor weather conditions: Listen to local television or radio or a weather-radio for weather warnings and watches. Follow their directions on the need to change plans and activities, stay indoors, or seek shelter.

   **WARNING:** severe weather is either occurring or is imminent. A warning is the most significant and staff must take immediate action to protect people by seeking immediate shelter.

   **WATCH:** severe weather is possible as conditions are favorable for the weather event. Staff should plan and prepare for the possibility of the severe weather. Staff should help people change their plans for travel and outdoor activities.

   **ADVISORY:** weather conditions may cause inconvenience or difficulty when traveling or being outside. Staff should help people consider changing their plans for travel and outdoor activities or consider that additional time may be required to complete their plans.

   Account for the well-being of all people receiving services.

   Inform people why plans and activities are changing and what they are doing to keep them safe.

3. **Power failures.** Additional information on safety during power failures is available online at: [http://www.ready.gov/technological-accidental-hazards](http://www.ready.gov/technological-accidental-hazards). In the event of a power failure emergency, staff will take the following actions:

   1. **During a power failure, all staff will remain with persons served. If persons are not in the immediate area at the program, staff will locate them and bring them to the central program area.**
   2. **The power company will be contacted by cell phone to determine estimated length of the power outage. If estimated to last less than two hours, the manager or designee will be contacted to determine what actions will be taken. If the power outage is to last more than two hours, staff will transport the persons to a safe area or location as previously established by the manager.**
   3. **If gas is smelled or a gas leak is suspected, staff will evacuate persons to the established designated assembly point outside the facility.**
4. The gas company will be immediately notified and instructions followed.
5. No one will be permitted to use lighters, matches, or any open flame during this time. All electrical and battery-operated appliances and machinery will be turned off until the all clear has been provided.
6. The manager or designee will be notified of the gas leak. This call will be made by staff from the safe area using a cell phone or from a neighbor’s phone.


4. **Emergency shelter.** Additional information on emergency shelter is available online at: [http://www.ready.gov/shelter](http://www.ready.gov/shelter). Some emergencies will be best met by seeking safety in an emergency shelter. Depending on the emergency you may need to shelter in place or shelter outside the disaster area.

Follow directions of local emergency personnel to locate the closest emergency shelter.

If time allows, move to the emergency shelter with a 24-hour supply of medications and medical supplies, medical books/information, and emergency contact names and information.

At the emergency shelter, notify personnel of any special needs required to use the emergency shelter.

Remain calm and keep everyone informed of why events are occurring.

Use of an emergency shelter may include: severe weather, natural disasters, power failures, and other events that threaten the immediate health and safety of people receiving services.

5. **Emergency evacuation.** Additional information on emergency evacuation is available online at: [http://www.ready.gov/evacuating-yourself-and-your-family](http://www.ready.gov/evacuating-yourself-and-your-family). Some emergencies will be best met by leaving a program site or the community and seeking safety in an emergency shelter. Often the emergency evacuation will be directed by police, fire, or other emergency personnel who will direct people where to seek safety.

Account for the well-being of all people receiving services.

Inform people why they are leaving the program and what is being done to keep them safe.

Follow directions received from administrative staff, police, fire, and other emergency personnel.

If time allows, evacuate with medication and medical supplies, medical and programs books/information, clothing, grooming supplies, other necessary personal items, and emergency contact names and information.

Emergency evacuation may include: severe weather, natural disasters, power failures, and other events that threaten the immediate health and safety of people receiving services.
6. **Temporary closure or relocation.** Some emergencies will be best met by temporarily closing or relocating a program site for more than 24 hours. This decision will be directed by program administrative staff.

Inform people why the program is closing and relocating to keep them safe. Formal notification to the person receiving services, legal representatives, and case managers will be completed by administrative staff.

Follow directions received from administrative staff, police, fire, and other emergency personnel.

If time allows, remove from the program medication and medical supplies, medical and programs books/information, clothing, grooming supplies, consumer funds, other necessary program and personal items, and emergency contact names and information.

Closure or relocation may include: severe weather, natural disasters, power failures, and other events that threaten the immediate health and safety of people receiving services.

B. **Additional safety procedures for facilities.**
   1. First aid and CPR
      a. Training
         1) A staff person trained in first aid will be available on site whenever a person receiving services is present and staff are required to provide direct service.
         2) A staff person trained in cardiopulmonary resuscitation (CPR) will be available on site when required in a person’s coordinated service and support plan or coordinated services and support plan addendum whenever a person receiving services is present and staff are required to be at the site providing direct service.
         3) CPR training must include in-person instruction, hands-on practice, and an observed skill assessment under the direct supervision of a CPR instructor.
      b. First aid kits
         1) First aid kits must be readily available for use by staff and must meet the needs of the persons receiving services. First aid kits are located next to the copy machine at the far corner.
         2) First aid kits must include accessible first aid supplies including bandages, sterile compresses, scissors, an ice bag or cold pack, an oral or surface thermometer, mild liquid soap, adhesive tape, and a first aid manual.
      A flashlight and portable radio and television that can be used in the event of a power failure must be at our program. They are located next to the copy machine at the far corner.
   3. Emergency contacts
      a) A list of emergency telephone numbers is posted at the notice Board, next to a non-coin operated telephone that must be readily accessible at all times. The mental health crisis intervention team number must be posted, when available.
List of Emergency Numbers

Fire and Police  911

Poison Help- 1-800-222-1222

Lake Harriet police liaison phone number: 612-290-9134

MPLS Safety and Security Main Office: 612-668-0177

MPLS Environmental Health and Safety 612-668-0301

Public Utilities:

CenterPoint Energy/Minnegasco- 612-372-5050

Xcel Energy- 1-800-895-1999

Local Hospital Emergency Rooms:

Fairview Southdale Emergency Room- 952-924-5141
Minneapolis Children’s Hospital Emergency Room- 612-813-6117
St. Paul’s Children’s Hospital Emergency Room- 651-220-6911
Methodist Hospital Emergency Room- 952-993-5393
Abbott Northwestern Hospital Emergency Room- 612-863-4233
Hennepin County Medical Center Emergency Room- 612-873-3131
HCMC Mental Health Crisis- 612-873-3161

b) The names and telephone numbers of each person’s representative, physician, and dentist must be readily available.

4. Written emergency response plan
An emergency response plan must be readily available to staff and persons receiving services.
The emergency response plan is located Directors Office
The plan must include:

a. Procedures for emergency evacuation and emergency sheltering, including:
   1) How to report a fire or other emergency;
   2) Procedures to notify, relocate, and evacuate occupants, including use of adaptive
      procedures or equipment to assist with the safe evacuation of persons with physical
      or sensory disabilities; and
   3) Instructions on closing off the fire area, using fire extinguishers, and activating and
      responding to alarm systems.

b. Floor plan that identifies:
   1) Location of fire extinguishers;
   2) Location of audible or visual alarm systems, including but not limited to manual fire
      alarm boxes, smoke detectors, fire alarm enunciators and controls, and sprinkler
      systems;
3) Location of exits, primary and secondary evacuation routes, and accessible egress routes, if any; and
4) Location of emergency shelter within the facility.

c. Site plan that identifies:
   1) Designated assembly points outside the facility;
   2) Locations of fire hydrants; and
   3) Routes of fire department access.

d. Responsibilities each staff person must assume in case of emergency.
e. Procedures for conducting quarterly drills each year and recording the date of each drill in the file of emergency plans.
f. Procedures for relocation or service suspension when services are interrupted for more than 24 hours.
g. Floor plan that identifies the location of an enclosed exit stairs (only applies to a community residential setting with three or more dwelling units).
h. Emergency escape plan for each person

III. Reporting Procedures

Emergency reports will be completed using the program’s emergency report and review form as soon possible after the occurrence, but no later than 24 hours after the emergency occurred or the program became aware of the occurrence. The written report will include:

B. It is not necessary to identify all persons affected by or involved in the emergency unless the emergency resulted in an incident to a person or persons;
C. The date, time, and location of the emergency;
D. A description of the emergency;
E. A description of the response to the emergency and whether a person’s coordinated service and support plan addendum or program policies and procedures were implemented as applicable;
F. The name of the staff person or persons who responded to the emergency; and
G. The results of the review of the emergency (see section IV).

IV. Review Procedures

This program will complete a review of all emergencies.
1. The review will be completed using the program’s emergency report and review form by Director
2. The review will be completed within 5 days of the emergency.
3. The review will ensure that the written report provides a written summary of the emergency.
4. The review will identify trends or patterns, if any, and determine if corrective action is needed.
5. When corrective action is needed, a staff person will be assigned to take the corrective action within a specified time period.

Record Keeping Procedures

C. The review of an emergency will be documented on the emergency reporting form and will include identifying trends or patterns and corrective action if needed.

D. Emergency reports will be maintained at the Directors office
Policy reviewed and authorized by:

__________________________________________________________
Print name & title                                   Signature

Legal Authority: Minn. Stat. §§ § 245D.11, subd. 2; 245D.02, subd. 8; 245D.22, subd 4-7.

NOTE: Websites from the Federal Emergency Management Agency (FEMA) are included as a resource for additional information. Another useful website is the Minnesota Department of Public Safety, Homeland Security and Emergency Management Division (https://dps.mn.gov/divisions/hsem/planning-preparedness/Pages/default.aspx)
Employee and Client Safety

Policy Statement: Comfort Services staff members will be aware of the need to be security and safety conscious and report any real or anticipated problems to their immediate supervisor. Staff will be alerted to specific problems prior to the client visit.

Procedure:

1. Information about safety/security practices is incorporated into Comfort Services’ orientation program and includes, but is not limited to the following.
   - Location of Fire Extinguishers and Smoke Detectors
   - Fire Safety Protocols
   - Important Telephone Numbers (911)
   - Neighborhood Safety Protocols

2. Staff providing home care services will be educated in the following areas.
   a. Body mechanics
   b. OSHA Blood borne Pathogens guidelines
   c. OSHA Tuberculosis prevention guidelines
   d. Handling of hazardous waste and standard precautions

3. During his/her client evaluation, the QP will assess the home environment for any safety issues using the Home Safety Assessment tool. Any immediate safety concerns or problems will be addressed by the QP on admission. Specific interventions to address safety concerns will be included in the Care Plan, as appropriate.

4. All job-related accidents, injuries and illnesses are reported and consequently investigated to determine any corrective action that is needed to minimize or eliminate hazards.

______________________________________  ____________________
Employee Signature      Date

______________________________________
Print Name
PERSON-CENTERED PLANNING AND SERVICE DELIVERY
REQUIREMENTS

Policy

COMFORT SERVICES LLC is required to provide services in response to each person's identified needs, interests, preferences, and desired outcomes as specified in the coordinated service and support plan and the coordinated service and support plan addendum, and in compliance with the requirements of the 245D Home and Community-Based Services (HCBS) Standards.

COMFORT SERVICES LLC is required to provide services in a manner that supports each person's preferences, daily needs, and activities and accomplishment of the person's personal goals and service outcomes, consistent with the principles of:

Person-centered service planning and delivery that:
- Identifies and supports what is important to the person as well as what is important for the person, including preferences for when, how, and by whom direct support service is provided;
- Uses that information to identify outcomes the person desires; and
- Respects each person's history, dignity, and cultural background;

Self-determination that supports and provides:
- Opportunities for the development and exercise of functional and age-appropriate skills, decision making and choice, personal advocacy, and communication; and
- The affirmation and protection of each person's civil and legal rights; and

Providing the most integrated setting and inclusive service delivery that supports, promotes, and allows:
- Inclusion and participation in the person's community as desired by the person in a manner that allows the person to interact with nondisabled persons to the fullest extent possible and supports the person in developing and maintaining a role as a valued community member;
- Opportunities for self-sufficiency as well as developing and maintaining social relationships and natural supports; and

A balance between risk and opportunity, meaning the least restrictive supports or interventions necessary are provided in the most integrated settings in the most inclusive manner possible to support the person to engage in activities of the person's own choosing that may otherwise present a risk to the person's health, safety, or rights

Persons receiving services can use the following questions to help identify how they want services provided to them. It is recommended that the support team or extended support team discuss these questions together when completing service assessments, planning, and evaluation activities to help ensure the goals of person-centered planning and service delivery are met for each person served.
Sample of Person-Centered Planning and Service Delivery Questions for Initial Planning:

- What are your goals?
- What are your preferences related to:
  a. Time you wake up in the morning?
  b. Time you go to bed?
  c. What your favorite foods are?
  d. What are foods you don’t like?
  e. Whom you prefer to have direct support services provided by?
  f. Are there traditions that are important to you?
- Do you take any medications?
- Do you need help with your medications?
- What are some of your interests?
- Do you have any hobbies?
- What are things you like to do in the community?
- What places in the community do you like to spend time at?
- Is there an activity or skill that you would like to learn?
- Do you have any special relationships?
- Who are the people you want to spend time with?
- Do you work in the community? Where?
- Do you volunteer in the community? Where?

Sample of Person-Centered Planning and Service Delivery Questions for Program Evaluation and/or Progress Review:

- Do you feel staff supports your relationships?
- What do you like about your home?
- Is there anything that bothers you about your home?
- Do you like the people you live with?
- Do you feel the house you live in is safe?
- Do you feel any rules in your house are unfair?
- Do you have a private place to go to at home?
- Do you have goals to meet at home?
- Do you want to work?
- Is there anything that bothers you at work?
- Do you have specific goals set at work?
- Do you want to volunteer in the community?
- Do you feel that staff treats you with dignity and respect?
- Do you feel that your privacy is respected?
- Do you feel that decisions you make are respected?
- Do you feel that you are given the opportunity to be as independent as possible?

You or your support team may think of other questions that are important to you. You should feel free to discuss these questions with the COMFORT SERVICES LLC service coordinator.
ACKNOWLEDGEMENT OF RECEIPT MATERIALS

I acknowledge that I received a copy of the following:

1. Home care bill of rights;
2. Advance directive notice;
3. Service recipient rights;
4. Person centered planning and service delivery requirements;
5. Maltreatment of adults;
6. Maltreatment of minors;
7. Spend-down notice and policy;
8. Grievance policy;
9. Temporary service suspension;
10. Transportation policy;
11. Health information privacy notice and practices;
12. Notice regarding changes in insurance coverage;
13. Service verification policy and procedure;
14. Notice and consent to electronic delivery;
15. Written agreement;
16. Authorization for release of medical information; and
17. Acknowledgement of receipt of materials.

I understand the above materials shall be updated annually, and I will receive notice where to view the updated materials. I understand my continued receipt of services after receiving said notice shall be considered as my acknowledgement of having reviewed the materials annually and my acceptance of their terms.

___________________________________     Date ____________
Consumer

___________________________________     Date ____________
Responsible Party