



POLICY AND PROCEDURE ON THE REQUIREMENTS OF THE DEFICIT REDUCTION ACT (DRA) AND WHISTLEBLOWER PROTECTION

Purpose: Pikes Peak Respite Services is committed to compliance with the standards of conduct established by the Federal False Claims Act and Section 6032 of the Deficit Reduction Act (DRA) of 2005.

Pikes Peak Respite Services is committed to its role in preventing health care fraud and abuse and complying with applicable state and federal law related to health care fraud and abuse. The Deficit Reduction Act of 2005 requires information about the Federal False Claims Act and other laws, including state laws, dealing with fraud, waste, and abuse and whistleblower protections for reporting those issues. To ensure compliance with such laws, Pikes Peak Respite Services has developed this policy and procedure to detect and prevent fraud, waste, and abuse, and also to support the efforts of federal and state authorities in identifying incidents of fraud and abuse.

This policy sets forth Pikes Peak Respite Services's procedures for detecting and preventing fraud, waste, and abuse and an overview of the Federal Civil False Claims and Program Fraud Civil Remedies Acts and applicable state laws are attached in Exhibit A. This policy and procedure is intended to detect and prevent fraud, waste, and abuse in its hospital or system, including fraud, waste, and abuse in the federal and state health care programs.

Definitions: **Fraud-** The Centers for Medicare & Medicaid Services (CMS) defines fraud as the intentional deception or misrepresentation that an individual knows to be false or does not believe to be true, and makes, knowing that the deception could result in an unauthorized benefit to themselves or another person.

Abuse- CMS defines abuse as incidents or practices of providers that are inconsistent with sound medical practice and may result in unnecessary costs, improper payment, or the payment for services that either

fail to meet professionally recognized standards of care or are medically unnecessary.

Knowingly- as defined in the Civil False Claims Act (FCA) includes a person who has actual knowledge of the information, acts in deliberate ignorance of the truth or falsity of the information, or acts in reckless disregard of the truth or falsity of the information. No proof of specific intent to defraud is required.

Claim- includes any request or demand for money or property, grants, loans, insurance or benefits, if the United States Government provides any portion of the money requested or demanded.

Qui Tam Lawsuits- Actions by Private Persons who can bring a civil action in the name of the government for a violation of the False Claims Act.

Whistleblower Protection- The Civil False Claims Act provides for protection for employee or contractors from retaliation.

Knows or has reason to know- a term in the False Claims Act as a person who has actual knowledge of the information, acts in deliberate ignorance of the truth or falsity of the information, or acts in reckless disregard of the truth or falsity of the information. No proof of specific intent to defraud is required.

Policy:

Pikes Peak Respite Services takes healthcare fraud and abuse very seriously. It is our policy to provide information to all employees, contractors and agents about the federal and state false claims acts, remedies available under these provisions and how employees and others can use them, and about whistleblower protections available to anyone who claims a violation of the federal or state false claims acts. We also advise our employees, contractors, and agents of the Agency, of the steps the Agency has in place to detect health care fraud and abuse.

This policy applies to all Pikes Peak Respite Services contractors and staff, including employees, officers and directors, and to third parties who provide healthcare related services on behalf of Pikes Peak Respite Services.

It is the policy of Pikes Peak Respite Services to comply with all relevant federal and state laws and regulations, including but not limited to those laws and regulations pertaining to billing and coding practices. No Pikes Peak Respite Services provider, staff or independent contractor has the authority to direct, participate in, approve or tolerate any violation of the laws described in this Policy.

Procedure:

1. Pikes Peak Respite Services shall make available to all providers either written or web-based materials regarding compliance with the FCA and other relevant false claims laws by distributing this Policy, employee handbooks as applicable, and training during Orientation on compliance at the time of hire or contract signing. Documentation of completion will be maintained in the agency orientation checklist in the

personnel file.

2. Reporting of Compliance Concerns- Any Pikes Peak Respite Services provider or staff member who knows or reasonably believes that the corporation or any member of its provider or staff may be involved in any activity prohibited by the FCA or other fraud and abuse laws is required to immediately report such belief using established Pikes Peak Respite Services reporting procedures, including the reporting of the matter to the Pikes Peak Respite Services Director.
3. Pikes Peak Respite Services will not take, or tolerate, any intimidation or retaliatory act directed against an individual who, in good faith, makes a report of practices reasonably believed to be a violation of this Policy.
4. Pikes Peak Respite Services has established internal systems and controls to monitor its coding and billing practices on an ongoing basis to ensure compliance with the FCA and similar state laws.
5. The Federal Government and the State of Colorado have enacted criminal and civil laws pertaining to the submission of false or fraudulent claims for payment or approval to the federal and state governments and to private payers.
6. False claims laws provide for:
 - a. criminal, civil, and administrative penalties
 - b. provide governmental authorities with broad authority to investigate and prosecute potentially fraudulent activities
 - c. anti-retaliation provisions for individuals who make good faith reports of waste, fraud, and abuse.
7. The Civil False Claims Act (31 U.S.C. §3729 *et seq.*) is a statute that imposes civil liability on any person who:
 - a. knowingly presents, or causes to be presented, a false or fraudulent claim, record or statement for payment or approval.
 - b. conspires to defraud the government by getting a false or fraudulent claim allowed or paid.
 - c. uses a false record or statement to avoid or decrease an obligation to pay the government.
 - d. other fraudulent acts enumerated in the statute.
8. Potential civil liability under the FCA currently includes penalties of between five thousand five hundred and eleven thousand dollars (\$5,500-\$11,000) per claim, treble damages, and the costs of any civil action brought to recover such penalties or damages.
9. The Attorney General of the United States is required to diligently investigate violations of FCA and may bring a civil action against a person.
10. Before filing suit the Attorney General may issue an investigative demand requiring production of documents, written answers and oral testimony.

11. The FCA also provides for Actions by Private Persons (*qui tam* lawsuits) who can bring a civil action in the name of the government for a violation of the Act.
12. Generally the action may not be brought more than six years after the violation but in no event more than ten.
13. When the action is filed it remains under seal for at least sixty days.
14. The United States Government may choose to intervene in the lawsuit and assume primary responsibility for prosecuting, dismissing or settling the action.
15. If the Government chooses not to intervene, the private party who initiated the lawsuit has the right to conduct the action.
16. In the event the government proceeds with the lawsuit, the *qui tam* plaintiff may receive fifteen to twenty-five percent (15-25%) of the proceeds of the action or settlement. If the *qui tam* plaintiff proceeds with the action without the government, the plaintiff may receive twenty-five to thirty percent (25-30%) of the recovery. In either case, the plaintiff may also receive an amount for reasonable expenses plus reasonable attorneys fees and costs.
17. If the civil action is frivolous, clearly vexatious, or brought primarily for harassment, the plaintiff may have to pay the defendant its fees and costs. If the plaintiff planned or initiated the violation, the share of proceeds may be reduced and, if found guilty of a crime associated with the violation, no share will be awarded the plaintiff.
18. Whistleblower Protection. The Civil False Claims Act also provides for protection for employee or contractors from retaliation.
19. An employee or contractor who is discharged, demoted, suspended, threatened, harassed, or discriminated against in terms and conditions of employment because of lawful acts conducted in furtherance of an action under the FCA may bring an action in Federal District Court seeking reinstatement, two times the amount of back pay plus interest, and other enumerated costs, damages, and fees.
20. The Program Fraud Civil Remedies Act of 1986 ("Administrative Remedies for False Claims and Statements" at 38 U.S.C. §3801 *et seq.*) is a statute that establishes an administrative remedy against any person who presents or causes to be presented a claim or written statement that the person knows or has reason to know is false, fictitious, or fraudulent due to an assertion or omission to certain federal agencies including the Department of Health and Human Services.
21. The authority, i.e., federal department, may investigate and with the Attorney General's approval commence proceedings if the claim is less than one hundred and fifty thousand dollars.
 - a. A hearing must begin within six years from the submission of the claim.

b. The Act allows for civil monetary sanctions to be imposed in administrative hearings, including penalties of five thousand five hundred dollars (\$5,500) per claim and an assessment, in lieu of damages, of not more than twice the amount of the original claim.

22. Examples of a possible false claim

- a. Making false statements regarding a claim for payment.
- b. Falsifying information in the medical record.
- c. Double-billing for items or services.
- d. Billing for services or items not performed or never furnished.

23. If an employee or contractor discovers an event that is similar to one of the examples of a false claim above, an employee or contractor is encourage to:

- a. Report to Pikes Peak Respite Services administrator for further investigation.
- b. If the employee or contractor is not comfortable doing this, the employee or contractor should contact the Agency director.

24. An employee or contractor is not required to report a possible FCA violation to the Pikes Peak Respite Services first.

25. A report may be made directly to the Department of Justice or Colorado Department of Health Care Policy and Finance. However, in many instances Pikes Peak Respite Services believes that the use of its internal reporting process is a better option because it allows Pikes Peak Respite Services to quickly address potential issues.

26. Pikes Peak Respite Services encourages employee or contractors to consider first reporting suspected false claims to Pikes Peak Respite Services administrator but the choice is up to the employee or contractor.

27. Pikes Peak Respite Services will not retaliate against any employee or contractor for informing the Pikes Peak Respite Services or the federal or state government of a possible FCA violation.

28. An employee or contractor with questions regarding this policy should contact the Agency director.

References: 31 U.S.C. Secs. 3801-3812.
The Program Fraud Civil Remedies Act of 1986
Federal Civil False Claims Act
Program Fraud Civil Remedies Acts

EXHIBIT A

1. Federal Civil False Claims Act (“FCA”)

The FCA was originally enacted in 1863 after a series of Congressional inquiries disclosed several instances of fraud among defense contractors during the Civil War. The current FCA was passed by Congress in 1982 and was amended in 1986. The FCA is designed to enhance the government’s ability to identify and recover losses it suffers due to fraud. Since the FCA’s enactment, the government has recovered billions of dollars through litigation or settlement of allegations that corporations and individuals violated the statute and improperly obtained federal healthcare program funds. Congress and the government believe that the FCA is a very effective means to detect fraud, by: 1) encouraging individuals, often called “whistleblowers” or “relators,” to uncover and report fraud; and 2) to prevent fraud, by creating strong incentives for companies and individuals to be vigilant in their pursuit of compliance.

2. FCA Prohibitions

The federal civil False Claims Act prohibits any individual or company from knowingly submitting false or fraudulent claims, causing such claims to be submitted, making a false record or statement in order to secure payment from the federal government for such a claim, or conspiring to get such a claim allowed or paid. Under the statute the terms “knowing” and “knowingly” mean that a person (1) has actual knowledge of the information; (2) acts in deliberate ignorance of the truth or falsity of the information; or (3) acts in reckless disregard of the truth or falsity of the information. Thus, specific intent to defraud is not required for there to be a violation of the law. Examples of the types of activity prohibited by the FCA include billing for services that were not actually rendered and upcoding, the practice of billing for a more highly reimbursed service or product than the one provided.

The FCA is enforced by the filing and prosecution of a civil complaint. Under the Act, civil actions must be brought within six years of a violation, or, if brought by the government, within three years of the date when material facts are known or should have been known to the government, but in no event more than ten years after the date on which the violation was committed.

3. Penalties

Individuals or companies found to have violated the statute are liable for a civil penalty for each claim of not less than \$5,500 and not more than \$11,000, plus up to three times the amount of damages sustained by the federal government.

4. *Qui Tam* and Whistleblower Protection Provisions

The FCA authorizes the Attorney General to bring actions alleging violations of the statute for false or fraudulent claims submitted by individuals or companies that do

business with, or are reimbursed by, the United States. The statute also authorizes private citizens to file a lawsuit in the name of the United States in a lawsuit commonly known as a *qui tam* action, but the United States Supreme Court has held that the statute does not authorize individuals to sue the states or “arms of the state” in a federal *qui tam* action. A *qui tam* lawsuit brought under the FCA by a private citizen commences upon the filing of a civil complaint in federal court, under seal, and service of a disclosure of material evidence on the Attorney General. The government has sixty days to investigate the allegations in the complaint and decide whether it will join the action, in which case the complaint is unsealed, and the Department of Justice or a United States Attorney’s Office takes the lead role in prosecuting the claim. If the government decides not to join, the whistleblower may pursue the action alone, but the government may still join at a later date if it demonstrates good cause for doing so. As an incentive to bring these cases, the Act provides that whistleblowers who file a *qui tam* action may receive a reward of 15- 30% of the monies recovered for the government plus attorneys’ fees and costs. This award may be reduced if, for example, the court finds the whistleblower planned and initiated the violation. The FCA also provides that putative whistleblowers who prosecute clearly frivolous *qui tam* claims can be held liable to a defendant for its attorneys’ fees and costs.

Whistleblowers are also offered certain protections against retaliation for bringing an action under the Act. Employees who are discharged, demoted, harassed, or otherwise confront discrimination in furtherance of such an action or as a consequence of whistleblowing activity are entitled to all relief necessary to make the employee whole. Such relief may include reinstatement, double back pay, and compensation for any special damages including litigation costs and reasonable attorneys' fees.

5. State False Claims Acts

Many states have enacted statutes like the federal FCA to provide civil remedies for the submission of false and fraudulent claims to state health care programs, including primarily Medicaid. Other states, including West Virginia, continue to deliberate enactment of similar provisions as well. Like the federal FCA, most state false claims acts include whistleblower provisions that allow enforcement of their provisions through *qui tam* actions, and protect whistleblowers from retaliation. Several state statutes, like the federal False Claims Act, impose criminal penalties for the submission of false claims to a state health care program. Although West Virginia does not currently have a state false claims act statute, West Virginia law does recognize a “public policy” exception to the at-will employment doctrine. This recognized exception to the at-will doctrine would offer legal protection to a “whistleblower” in the event of retaliatory termination of employment.

6. Program Fraud Civil Remedies Act

The Program Fraud Civil Remedies Act of 1986 (PFCRA)¹, provides for administrative remedies against persons who make, or cause to be made, a false claim or written statement to certain federal agencies, including the Department of Health and Human

Services. PFCRA was enacted as a means to address lower dollar frauds, and generally applies to claims of \$150,000 or less. PFCRA provides that any person who makes, presents, or submits, or causes to be made, presented or submitted a claim that the person knows or has reason to know is false, fictitious, or fraudulent is subject to civil money penalties of up to \$5,000 per false claim or statement and up to twice the amount claimed in lieu of damages. Violations are investigated by the Inspector General and enforcement actions must be approved by the Attorney General. PFCRA enforcement can begin with a hearing before an administrative law judge. Penalties may be recovered through a civil action brought by the Attorney General or through an administrative offset against “clean” claims. Because of the availability of other criminal, civil and administrative remedies, cases are not routinely prosecuted under PFCRA; however, the Department of Health and Human Services, Office of Inspector General has asserted its administrative authority under PFCRA in settlement agreements that resolve cases arising under the federal FCA or other federal fraud and abuse statutes.

7. Policies and Procedures for Detecting and Preventing Fraud, Waste, and Abuse

Pikes Peak Respite Services is responsible for the proactive prevention of fraud and abuse through education and training of its employed provider and staff, as well as its other “covered” and “relevant covered persons” as defined by the terms of a Corporate Integrity Agreement (CIA) we have with the federal government. Similarly, Pikes Peak Respite Services providers and staff always have a responsibility to report concerns about actual or potential wrong-doing and are not permitted to overlook such actual or potential wrong-doing. Thus, we have developed a voluntary Corporate Compliance Plan, a Code of Conduct, and several policies aimed at protecting fraud, waste, and abuse.

Pikes Peak Respite Services is committed to providing an environment of honesty, integrity and trust. Whenever a provider or staff member of Pikes Peak Respite Services has any question or concerns about the possible application of the above laws to any activities, s/he should consult with director of Pikes Peak Respite Services.



POLICY AND PROCEDURE ON THE USE OF EMERGENCY CONTROL PROCEDURES

Policy:

Pikes Peak Respite Services will only use restraints as needed when other less restrictive interventions have failed. All less restrictive methods of intervention and redirection will be employed to avoid restraint unless imminent risk to life and safety presents, such as a person receiving services running into traffic, or assaulting another person receiving services, community or staff member.

Pikes Peak Respite Services will exhaust all less restrictive measures of interventions including but not limited to verbal redirection, offering a preferred activity as an alternative, taking deep breaths, going for a walk, finding a quiet place to calm down, etc.

It is the policy of this agency that this information be conveyed in understandable terms. Clarification on any part of the policy and procedure is always available upon request.

Definitions:

Emergency Control Procedure- An unanticipated use of a restrictive procedure or restraint in order to keep the person receiving services and others safe, or anytime you have to have to put your hands on someone to prevent their intended movement.

Restrictive Procedure- Any of the following when the intent of the plan is to bring the person's behavior into compliance: limitations of an individual's movement or activity against his or her wishes; interference with an individual's ability to acquire and/or retain rewarding items or engage in valued experiences

Physical Restraint- The use of manual methods to restrict the movement or normal functioning of a portion of an individual's body through direct physical contact by others except for the purpose of providing assistance or prompts. Assistance/prompts is the use of manual methods to guide or assist with the initiation or completion of and/or support the voluntary movement or functioning of an

individual's body through the use of physical contact by others except for the purpose of providing physical restraint.

Procedure:

- 1) An Emergency Control Procedure shall not be employed as punishment, for the convenience of staff, providers or contractors or as a substitute for services, supports or instruction.
- 2) All staff, providers, and contractors with the likelihood of working alone with a person with the potential to require physical restraint will receive training in positive and proactive behavioral techniques and also restraints, from a nationally recognized training such as CPI or MANDT, as determined by Pikes Peak Respite Services.
 - (a) The techniques and restraints taught in that training will be the types of procedures which may be used as an Emergency Control Procedure, only when absolutely necessary.
 - (b) Training will be provided prior to unsupervised contact with people received services with recertification and ongoing training to be completed annually or as otherwise required by the training entity.
- 3) All Emergency Control Procedures will be reviewed by the Case Management Agency's (CMA) Human Rights Committee (HRC). Documentation of the HRC reviews, along with any recommendations and documentation of subsequent follow up will be maintained in the person's file.
- 4) Each use of an Emergency Control Procedure will have an Incident Report (IR) completed within twenty-four (24) hours. Pikes Peak Respite Services will complete notifications as needed to a person's parent of a minor, guardian, or authorized representative within the scope of their authority, and submit the IR to the CMA within seventy-two (72) hours. The IR will contain the following information:
 - a) A description of the emergency control procedure used.
 - b) The begin and end times and duration of the procedure.
 - c) A description of the antecedents, why the restraint was needed, an explanation of why the procedure was judged necessary.
 - d) An assessment of the likelihood that the behavior that prompted the use of the safety control procedure will recur.
 - e) The process of monitoring the individual throughout the restraint and afterwards.
 - f) Any difficulties, or changes needed to the services and supports being offered for the person.
- 5) Whenever a restraint is used all rules around physical restraints and mechanical restraints will be followed as outlined in the Physical Restraint Policy and Procedure.

Reference:

10 C.C.R. 2505-10 Section 8.7201.L

Section 8.608.4

Incident Reporting Policy and Procedure

Use of Physical Restraint Policy and Procedure

Home and Community Based Services Settings Final Rule



POLICY AND PROCEDURE ON THE EMERGENCY PREPAREDNESS PLAN

Policy: It is the policy of this Agency to be prepared for any potential emergency. Providers will be trained on the Emergency Preparedness Plan along with the people receiving services.

Pikes Peak Respite Services will maintain this written Emergency Preparedness plan designed to manage care and services of people supported by Pikes Peak Respite Services in response to the consequences of natural disasters or other emergencies that disrupt the ability of Pikes Peak Respite Services to provide care and services or threatens the lives or safety of the people they support. Provisions for the management of all providers who are designated to be involved in emergency measures, including the assignment of responsibilities and functions are outlined in this procedure.

It is the policy of this agency that this information be conveyed in understandable terms. Clarification on any part of the policy and procedure is always available upon request.

Procedure:

1. All providers shall be informed of their duties and be responsible for implementing the Emergency Preparedness Plan as outlined in this policy and procedure at Orientation.
2. Education for people receiving services will be completed with providers based on their individual needs for how to respond to and handle care and treatment, safety and well-being during and following instances of natural (tornado, flood, blizzard, fire, etc.) and other disasters or other similar situations appropriate to the needs of the consumer. Documentation of review will be completed on a quarterly basis and maintained in the client's record.
3. When admitted into residential services, Pikes Peak Respite Services will assess each person's ability to care for their safety needs and take appropriate action in case of an emergency.
 - a. The assessment must be kept up to date making changes as needed and reviewed and updated at least annually.

- b. The assessment will include at a minimum
 - i. Emergencies and disasters
 - ii. Fire
 - iii. Severe weather and other natural disasters
 - iv. Serious accidents and illness
 - v. Assaults
 - vi. Intruders
4. Pikes Peak Respite Services will develop a written plan for each person receiving residential services based on the assessment to address how the emergencies specified above will be handled.
5. The plan will contain, at minimum
 - a. Specific responsibilities/actions to be taken by the person receiving services, their approved caregivers or other providers of supports and services in case of an emergency
 - b. How the Member will evacuate in case of fire by specifying
 - i. Two exit routes from floors used for sleeping.
 - ii. The level of assistance needed.
 - c. Telephone access (by the person or with assistance) to the nearest poison control center, police, fire and medical services.
 - d. Safety plans and evacuation procedures must be reviewed and practiced at sufficient frequency and varying times of the day, but no less than once a quarter, to ensure everyone with responsibilities for carrying out the plan are knowledgeable about the plan, their role and responsibility and that they are capable of performing it.
6. All safety plans must be available on-site and will be reviewed by Pikes Peak Respite Services during each on-site monitoring visit.
7. People receiving Comprehensive Services will have the above-mentioned Health and Safety assessments and plans reviewed, updated and completed annually as a part of their service plan (SP) preparation. These will be updated as needed and anytime a person moves and maintained in the client record
8. Pikes Peak Respite Services will ensure adequate provider education is completed during Health and Safety trainings on emergency preparedness to ensure safety. Documentation of completion of this training will be maintained in the personnel file.
9. Pikes Peak Respite Services providers will also be trained on and maintain current certification in CPR and 1st Aid.
10. Pikes Peak Respite Services will review its Emergency Preparedness Plan after any incident response and on an annual basis, and incorporate into policy any substantive changes.
11. Emergency phone numbers will be posted near each phone in the home and day program and must include (but is not limited to): police, fire, poison control, hospital, physician, Agency emergency contact numbers, CCB emergency contact numbers, and family/guardian contacts as applicable. These numbers will be stored in the

provider's cell phone, or the phone of the person receiving services if not posted next to a land line phone. These numbers will also be maintained in the vehicle book for any vehicle transporting a person receiving services.

12. There shall be at least one telephone which is accessible to people receiving services, providers, and visitors at all times for use in emergencies.

13. Medical Emergencies, Serious Accidents or Illnesses:

- a. If a situation arises which appears to be life threatening, or anytime the person receiving services requires immediate attention or transportation to a hospital or emergency center, 911 will be called for an ambulance and first responders. Providers will follow training in emergency medical response as trained in CPR, First Aid and Health and Safety trainings.
- b. Any guardian or representative will be contacted as soon as practical when a medical emergency occurs. The emergency contact information is maintained in the person's record in the program and also in the vehicles.
- c. Pikes Peak Respite Services will also be notified as soon as practical when an emergency medical situation arises.

14. Fire:

- a. A fire extinguisher must be available and in working condition in each living environment and day program.
- b. All fire extinguishers must be inspected quarterly to ensure they are within the proper operating charge
- c. Fire drills and emergency plan reviews will be practiced on a quarterly basis. The drills will be documented on a fire drill record and maintained client file.
- d. Should a fire occur, providers shall assist people receiving services in evacuating using the appropriate exits and stay with them outside the home until emergency personnel arrives.
- e. As soon as possible, the provider will contact Pikes Peak Respite Services director.
- f. Providers will assist people receiving services back into the home only after fire department personnel have determined that it is safe to do so
- g. When relocation is necessary, providers shall transport the person receiving services to a place deemed safe by the director or designee for Pikes Peak Respite Services. Providers shall assure that an adequate supply of the following items will be taken to the relocation site: change of clothing, adult briefs, medications, linens, phone numbers, toiletries, and any necessary equipment.
- h. Evacuation routes will be posted at each site to list at least two evacuation routes.

15. Tornado:

- a. Persons shall be taken to the designated safe area for the home, usually basement or the inner most room if no lower level, and sit down in the corner farthest from the windows.
- b. If possible, providers will Pikes Peak Respite Services a shield for the individuals such as blankets and pillows. Windows shall be opened to avoid shattering of glass and curtains shall be closed

- c. If time allows: records/medications/phone numbers shall be brought to the location as well as water and food.
- d. When the tornado passes, providers shall organize a survey of the house to determine the damage. If people have been hurt, providers or a person in service will call 911 as soon as it is safe.
- e. When traveling in a vehicle and a tornado approaches, all persons shall leave the vehicle and move at least 200 feet from the vehicle. Individuals and providers shall lay face down in the nearest ravine or ditch until the tornado has passed. See Emergency Transportation Policy and Procedure

16. Lightning/severe thunderstorm:

- a. Providers will turn off any unnecessary electrical equipment.
- b. Assist people receiving services to stay inside and away from the windows.
- c. Refrain from assisting anyone in taking a bath/shower until the storm passes.

17. Hail

- a. Providers will assist persons to stay inside and away from windows.

18. Blizzard

- a. Providers will assist persons to stay inside
- b. Providers will assist persons to keep warm
- c. Providers will stay in contact with the Pikes Peak Respite Services director.

19. Extreme heat

- a. Providers will assist persons to remain cool by encouraging light clothing.
- b. Providers will encourage persons to drink plenty of cool water.
- c. Providers will use fans or A/C.
- d. Providers will not engage persons in rigorous activity.

20. Extreme cold

- a. Providers will assist persons to stay inside
- b. Providers will support persons to keep warm using warm clothing and blankets
- c. Providers will encourage persons to drink warm liquids.
- d. Providers will ensure the heater is set at a comfortable temperature and that the heater maintains a comfortable temperature.

21. Each site will maintain an emergency kit containing: flashlights, emergency weather radio, batteries and a first aid kit. Kit should be kept in a readily accessible location and all providers must be aware of its location.

22. Earthquake:

- a. Providers will ensure persons receiving services stay inside home, and to brace themselves in door archways or against an inside wall. If this is not possible, providers will assist persons to go under sturdy tables/desks.
- b. Persons will stay away at least fifteen (15) feet from windows.

- c. When the earthquake is over, the providers shall survey the persons and their home in order to determine injury and damage.
- d. Providers shall notify 911 and Pikes Peak Respite Services director if there are injuries/ significant damage.

23. Flood:

- a. Providers and Pikes Peak Respite Services director shall monitor the progression of flood waters and make an evacuation determination.
- b. If possible, providers and Pikes Peak Respite Services director shall arrange for the movement of records, supplies, equipment, medications to relocation site.
- c. Providers will ensure the safety of persons receiving service and will assist them to higher ground
- d. Providers will notify Pikes Peak Respite Services director in the event of a flood as soon as it is possible to safely do so.
- e. If flooding makes evacuation dangerous without assistance, providers will contact emergency personnel for assistance.

24. Missing Persons:

- a. When providers or other persons in service notice someone is missing, they shall first check with other providers to determine if they know the whereabouts of the person. They will also evaluate the individual's abilities in being alone and out in the community. For person's receiving comprehensive services, refer to their individual Health and Safety plan for this information.
- b. If the person is not located in the immediate vicinity of where they were last seen, providers will notify Pikes Peak Respite Services director. A search will be organized to include areas that are known or likely for the person to go to. If necessary, the police will be notified to assist in the search.
- c. Pikes Peak Respite Services director or designee will notify family, guardian, parents or authorized representatives as applicable and appropriate.

25. Intruder:

- a. Providers will secure the safety of themselves and the people in service.
- b. Providers will call 911
- c. Providers will be compliant with intruder and evacuate persons if possible.
- d. Providers will assure medical attention for any injuries as soon possible.
- e. Providers will notify Pikes Peak Respite Services director as soon as possible.

26. Power, Utility, or Electrical Outages:

- a. Providers will contact the appropriate utility company to inquire as to when power or electricity will be restored.
- b. Providers will contact Pikes Peak Respite Services director if necessary for a long-term plan if power, electricity or utilities will not be restored in a safe amount of time.
- c. Providers will support people receiving services to locate their flash lights, battery operated radios, not open the refrigerator or freezer unnecessarily to try to preserve safe food temps, etc.

27. Threatening Phone Calls or Bomb Threat:

- a. In the event of a threatening phone call or bomb threat, the provider will remain calm and obtain as much information as possible.
- b. At first availability, provider will contact 911 to report the threat and also Pikes Peak Respite Services director.
- c. The manager/and or provider will write down the exact wording of the threat.
- d. The manager/and or caregiver will write down the time and all details of the call: if the caller is male or female. Is the voice deep, soft, muffled or a whisper? What exact threat was made? What was the threat? Where? What kind? Etc.
- e. If an evacuation is necessary, first responders and/or emergency personnel in conjunction will make the decision with Pikes Peak Respite Services director.

28. Emergency Contact Information will be posted at each site to include local police, fire and poison control numbers.

- a. Whenever in doubt or if concerned about emergency, serious accident, illness, life threatening emergency or medical emergency call 911
- b. El Paso county Sheriff non-emergency phone number (719) 390-2373
- c. Poison Control (800) 222-1222

29. Evacuation routes will be posted at each site to include a minimum of 2 evacuation routes.

30. Fire Drills and Emergency Plan Reviews will be conducted at residential settings on a quarterly basis at minimum with documentation maintained by Pikes Peak Respite Services.

References: Section 8.7540.C.f-h
Personnel and Training Policy and Procedure
Client Record Policy and Procedure
Emergency Transportation Policy and Procedure



POLICY AND PROCEDURE ON EMERGENCY TRANSPORTATION PLANS AND VEHICLE ACCIDENTS

Policy: All persons receiving services from Pikes Peak Respite Services and all qualified drivers will receive training in what to do if emergencies happen during transportation as outlined below. This policy and procedure will be maintained in the vehicle book.

All persons receiving services from Pikes Peak Respite Services and qualified drivers will receive training in what to do in the event of a vehicle accident.

It is the policy of Pikes Peak Respite Services that this information be conveyed in understandable terms. Clarification on any part of the policy and procedure is always available upon request.

Procedures for Emergency Transportation Plans:

1. A vehicle book will be maintained in each vehicle owned and operated by Pikes Peak Respite Services. Information in this book can assist drivers in an emergency and non-emergency situation. This book will include:
 - a. Client specific information (name, identifying information, guardian contact information, insurance information)
 - b. Vehicle Insurance information
 - c. Vehicle registration information
 - d. Emergency phone numbers (Agency administration number, tow company, police non-emergency)
 - e. Policies and Procedures related to Transportation (Transportation, Transportation Emergency Plan, Vehicle Accident)
 - f. Transportation documentation forms
 - g. Incident Report forms
2. In the event of a Medical Emergency, qualified drivers will avoid driving and call 911. If this is unavoidable due to anticipated or unanticipated emergencies, driver will follow these guidelines:

- a. Remain calm and safely drive the vehicle to a safe parking area or to the side of the road. Locate areas where a telephone or assistance may be obtained.
 - b. Administer any needed emergency first aid. Enlist the help of others driver and/ or the general public to assist and/ or call 911. If a telephone is not accessible and the person is still able to be transported, drive to the nearest hospital.
 - c. Refer to the Vehicle book for any necessary information relative to the person for any listed medical conditions/ protocols/ procedures.
 - d. Ensure the safety of all individuals receiving services who are present.
 - e. Notify the Executive Director of Pikes Peak Respite Services as soon as possible and complete an incident report.
3. Qualified drivers will follow their training and take every precaution to avoid accidents. At all times traffic regulations and speed limits will be observed. Drivers will be aware of adverse weather conditions.
4. When driving 15 passenger vehicles, or high-profile vehicles additional precautions will be followed as outlined in driving trainings. Should an accident occur, drivers will follow these guidelines:
- a. Move the vehicle out of traffic, if possible.
 - b. Ensure the safety of all passengers in the vehicle.
 - c. Call 911, if needed, for medical emergencies.
 - d. Administer first aid, as needed.
 - e. Call the police.
 - f. Contact the director of Pikes Peak Respite Services
 - g. Cooperate with all law enforcement personnel and provide all requested information.
 - h. Complete an Incident Report for all people in service in the vehicle.
5. Drivers can avoid vehicle breakdowns while in transit by notifying the director as soon as problems are noticed. All drivers are responsible to check the vehicle for damage, flat tires, oil leaks, and other abnormalities before operating the vehicle. Gas tanks should always be kept above a half of a tank. In the event of vehicle malfunction, drivers will follow these guidelines:
- a. Drivers will ensure the safety of the people in service at all times
 - b. Drivers will contact the Pikes Peak Respite Services Director
 - c. The Director will support the driver to arrange for alternate transportation, to transport stranded clients, and get the vehicle in for repairs
6. In the event a person receiving services becomes missing while accessing the community, the driver will complete the following steps:
- a. Ensure the safety of all individuals and ensure that all other individuals are properly supervised following their Service Plan (SP).

- b. Search the immediate area, especially all areas where the individual may have separated from the group.
 - c. If the person is not found, notify the Pikes Peak Respite Services Director
 - d. The Director will make any other necessary contacts and initiate a search of the area including the known preferred areas of the particular individual.
 - e. Should the person not be found after the search, notify the police. You will be responsible for providing pertinent information to the police, including a description of the person in service, a photograph, important medical information, etc.
 - f. The Director will notify parents, guardians and the case manager. If the situation involves neglect, the CMA case manager should be informed if an investigation needs to occur, and this will be included with the report to the police.
 - g. In incident report will be written immediately to document the incident.
7. In the event of a tornado warning or sighting, hail, or other severe weather:
- a. Drivers will avoid driving in any weather condition that may jeopardize the safety of the passengers and themselves.
 - b. Should the driver be in transit when a tornado warning is given or other severe weather occurs, the driver will follow instructions given by weather advisory. All areas covered by the tornado sighting or severe weather should be avoided and driver should go to the nearest shelter immediately.
 - c. If a tornado is sighted in the immediate area, do not try to out run the tornado. The driver will to find a safe area for everyone in the vehicle. If there are not any buildings or public establishments nearby, driver will find the lowest point of ground (i.e., ditch) and assist everyone out of the vehicle to that location. If possible, everyone will be assisted to lie face down until the tornado passes.
 - d. Locations where glass or other debris can cause injury to people will be avoided.
 - e. After the tornado, hail, or other severe weather passes, the driver will ensure the safety of everyone and access emergency services if needed.
8. The driver will take extreme precaution when confronting severe weather, floods, natural disasters, dangerous road conditions or other potentially harmful situations. Should the driver find themselves in a dangerous situation not addressed above:
- a. Stay calm and reassure the people in service, and encourage them to stay calm as well
 - b. Administer first aid as necessary.
 - c. Call 911, if needed
 - d. Move yourself and the people in service to a safe area as soon as possible.
 - e. Cooperate with all law enforcement and emergency personnel.
 - f. Call the Director of Pikes Peak Respite Services.
 - g. Complete an Incident Report

Procedure for Vehicle Accidents

9. Qualified drivers will follow their training and take every precaution to avoid accidents.
10. At all times traffic regulations and speed limits will be observed.
11. Drivers will be aware of adverse weather conditions.
12. When driving fifteen (15) passenger vehicles, or high-profile vehicles additional precautions will be followed as outlined in driving trainings.
13. Should an accident occur, drivers will follow these guidelines:
 - i. Move the vehicle out of traffic, if possible. Do not leave the scene of the accident.
 - j. Ensure the safety of all passengers in the vehicle.
 - k. Call 911, if needed, for medical emergencies.
 - l. Administer first aid, as needed.
 - m. Call the police if another vehicle is involved, people are injured, or public property is damaged.
 - n. Contact the director of Pikes Peak Respite Services
 - o. Collect information from the other driver, if applicable (name, driver's license number, address, phone number, insurance information)
 - p. Cooperate with all law enforcement personnel and provide all requested information.
 - q. Complete an Incident Report for all people in service in the vehicle.
14. Be prepared to provide the insurance card and registration card to the responding police officer.
15. Be prepared to share your information with the other driver (name, phone number, address, driver's license number, insurance information).
16. Pikes Peak Respite Services Director will arrange for necessary repairs for any vehicle damage and follow up with the police and insurance company.

References: 10 C.C.R. 2505-10 Section 8.7001.B
Section 8.706
Section 8.7533
Transportation Policy and Procedure
Incident Reporting Policy and Procedure

Form: Incident Report
Transportation Acknowledgment



POLICY AND PROCEDURE ON THE GRIEVANCE PROCESS

Purpose: To outline the Grievance/Complaint Process

Policy: When a person receiving services, their guardian, or Authorized Representative within their scope authority has a complaint that does not meet the requirements for Dispute Resolution, then the person, their guardian, or Authorized Representative within their scope authority can file a grievance/complaint. Pikes Peak Respite Services has the procedures listed below for the timely resolution of grievances/ complaints.

It is the policy of Pikes Peak Respite Services that the Grievance/Complaint process be conveyed in understandable terms so that any person receiving services and/or their guardians or Authorized Representative within their scope authority within their scope authority know when and how they may file a complaint/grievance. Clarification on any part of the policy and procedure is always available upon request.

Definition: Grievance means the formal expression of a complaint

Procedure:

- 1) No individual shall be coerced, intimidated, threatened or retaliated against because the individual has exercised his or her right to file a grievance or has participated in the grievance/complaint process.
- 2) The procedure shall be provided, orally and in writing, to all persons receiving services, guardians and/or Authorized Representative within their scope authority within their scope authority as appropriate, at the time of admission, annually thereafter, anytime changes to the procedure occur, and upon request by the above named people. An acknowledgement will be signed and maintained in the person's record.
- 3) The use of the Grievance/Complaint procedure shall not prejudice the future provision of appropriate services and/or supports.
- 4) Any staff, provider, contractor, manager, or director of Pikes Peak Respite Services may receive the grievance or complaint verbally and in writing and will document the received grievance/complaint on a Grievance/Complaint Log. All appropriate personnel will be trained on how to receive a grievance or complaint and properly document it.
- 5) All appropriate personnel will be trained on how to support people to submit a grievance both verbally and in writing, verbal reports will be documented on a complaint log just as written complaints/grievances.
- 6) Grievances may be submitted anonymously. Anonymous grievances will go through the same process, review, follow up, tracking and trending to receive the same attention and focus as those that are not reported anonymously.
- 7) The Grievance/Complaint Log form will contain the following information as applicable:
 - a) Name of the person receiving services
 - b) The date of the grievance/complaint
 - c) Name of the complainant (unless reported anonymously)
 - d) Description of the grievance/complaint
 - e) The immediate action taken by the person receiving the complaint
 - f) The person responsible for addressing the grievance/complaint
 - g) Documentation of the follow-up with the complainant regarding his/her grievance/complaint
 - h) The date that the grievance/complaint was resolved
- 8) If the person receiving the grievance/complaint is unable to resolve the grievance/complaint with the complainant, they will refer the grievance/complaint to the Executive Director or Designee for resolution.

- 9) All relevant parties will be provided the opportunity to come together to attempt to find a mutually acceptable solution. This could include the use of mediation if both parties voluntarily agree to this process.
- 10) Timely resolution of the grievance/complaint will be completed within 10 working days whenever possible, if not a status report will be documented with the expected date of resolution on the complaint log.
- 11) A written grievance/complaint summary, to include all grievances/complaints received by Pikes Peak Respite Services will be reviewed at quarterly intervals for trends. Any and all identified trends will be addressed in writing and documented on the Complaint Record
- 12) There are several avenues that are available to people receiving services and/or their guardians or Authorized Representative within their scope authority to assist in filing a grievance or complaint. Some resources include:
 - a) The ARC of Colorado (303) 864-9334
 - b) Disability Law Colorado (303) 722-0300
 - c) Colorado Legal Services (303) 837-1313
 - d) Advocacy Denver (303) 831-7733
 - e) Agency Staff or Director
 - f) Case Manager
- 13) All grievances and complaints will be maintained by Pikes Peak Respite Services along with documentation of their resolution, monitoring for trends, and documentation of follow up on any identified trends.

Reference: 10 C.C.R. 2505-10 Section 8.7101.A
Section 8.7001.B.3.A.6
Section 8.7408
Home and Community Based Services Settings Final Rule

Form: Annual Acknowledgement
Grievance handout
Grievance/Complaint Log



POLICY AND PROCEDURE ON INCIDENT REPORTING

Purpose: To define when Incident Reports are to be written, what information should be included, and the timelines for completion.

Policy: All reportable incidents, as defined below, will be recorded, reviewed, and reported according to rules set forth by the Department of Health Care Policy & Financing. Additionally, critical incident reports will be submitted as required by each Case Management Agency (CMA).

It is the policy of Pikes Peak Respite Services that this information be conveyed in understandable terms. Clarification on any part of the policy and procedure is always available upon request.

Procedure:

- 1) All staff, providers and contractors will be trained on this Policy and Procedure.
- 2) Critical incidents will be reported to the CMA either verbally or in writing, within 24 hours of discovery of the actual or alleged Incident, all other incidents will be reported to the CMA case manager within two business days.
- 3) The following types of events require an incident report and may also meet critical incident reporting requirements:
 - a) Injury to a person receiving services
 - b) Serious Illnesses and injuries to a person receiving services that require intervention that is above and beyond basic first aid
 - c) Lost or missing persons receiving service
 - d) Medical emergencies involving persons receiving services that require intervention that is above and beyond basic first aid or that are not screened out by medical professionals
 - e) Hospitalization of persons receiving services

- f) Urgent Care and/or Emergency Room visits
 - g) Death of person receiving services
 - h) Errors in medication administration
 - i) Incidents or reports of actions by persons receiving services that are unusual and require review
 - j) Allegations of abuse, mistreatment, neglect, or exploitation, which will also be immediately reported to the Executive Director
 - k) Use of safety control procedures
 - l) Use of emergency control procedures
 - m) Stolen personal property belonging to a person receiving services
 - n) Falls resulting in injury
 - o) Police involvement
- 4) The following are defined as critical incidents
- a) Death
 - i) whether expected or unexpected
 - b) Mistreatment
 - c) Abuse
 - i) The non-accidental infliction of physical pain or injury, as demonstrated by, but not limited to, substantial or multiple skin bruising, bleeding, malnutrition, dehydration, burns, bone fractures, poisoning, subdural hematoma, soft tissue swelling, or suffocation
 - ii) Confinement or restraint that is unreasonable under generally accepted caretaking standards
 - iii) Subjection to sexual conduct or contact classified as a crime under the "Colorado Criminal Code", Title 18, C.R.S.
 - d) Neglect means
 - i) Neglect that occurs when adequate food, clothing, shelter, psychological care, physical care, medical care, habilitation, supervision, or other treatment necessary for the health and safety of a person is not secured for or is not provided by a caretaker in a timely manner and with the degree of care that a reasonable person in the same situation would exercise
 - ii) a caretaker knowingly uses harassment, undue influence, or intimidation to create a hostile or fearful environment for waiver participant.
 - e) Exploitation
 - i) An act or omission committed by a person who uses deception, harassment, intimidation, or undue influence to permanently or temporarily deprive a person of the use, benefit, or possession of anything of value
 - ii) Employs the services of a third party for the profit or advantage of the person or another person to the detriment of the person receiving services
 - iii) Forces, compels, coerces, or entices a person to perform services for the profit or advantage of the person or another person against the will of the person receiving service

- iv) Misuses the property of a person receiving services in a manner that adversely affects the person to receive health care or health care benefits or to pay bills for basic needs or obligations.
 - f) Injury/Illness to Client
 - i) An injury or illness that requires treatment beyond first aid which includes lacerations requiring stitches or staples, fractures, dislocations, loss of limb, serious burns, skin wounds, etc.
 - ii) An injury or illness requiring immediate emergency medical treatment to preserve life or limb.
 - iii) An emergency medical treatment that results in admission to the hospital.
 - iv) A psychiatric crisis resulting in unplanned hospitalization
 - g) Damage to Consumer's Property/Theft
 - i) Deliberate damage, destruction, theft or use of a waiver recipient's belongings or money
 - ii) If incident is mistreatment by a care giver that results in damage to consumer's property or theft the incident shall be listed as mistreatment
 - h) Medication Management Issues
 - i) Issues with medication dosage, scheduling, timing, set-up, compliance and administration or monitoring which results in harm or an adverse effect which necessitates medical care.
 - i) Missing Person
 - i) Person is not immediately found, their safety is at serious risk or there a risk to public safety.
 - j) Criminal Activity
 - i) A criminal offense that is committed by a person.
 - ii) A violation of parole or probation that potentially will result in the revocation of parole/probation.
 - iii) Any criminal offense that is committed by a person receiving services that results in immediate incarceration.
 - k) Unsafe Housing/Displacement
 - i) Individual is residing in an unsafe living conditions due to a natural event (such a fire or flood) or environmental hazard (such as infestation), and is at risk of eviction or homelessness.
 - l) Other High-Risk Issues
- 5) Incident Reports will contain objective descriptive information and include the following documentation requirements:
- a) Name of the person reporting
 - b) Name of the person receiving services who was involved in the incident and their Medicaid ID number
 - c) Name of persons involved or witnessing the incident
 - d) Type of incident
 - e) Description of the incident
 - f) Date of the incident
 - g) Location or place of occurrence
 - h) Duration of the incident
 - i) Description of the action taken in response to the incident

- j) Whether the incident was observed directly or reported to Pikes Peak Respite Services.
 - k) Names of persons notified
 - l) Follow-up action taken to the incident or where to find documentation for further follow-up
 - m) Resolution to the incident, when applicable, and where to find documentation pertaining to the resolution
 - n) Name of the person responsible for follow-up
- 6) Allegations of mistreatment, abuse, neglect, and exploitation (MANE), and all Critical Incidents shall be reported immediately to the Agency Executive Director.
 - 7) Incidents meeting Critical Incident Reporting criteria, including but not limited to, allegations of MANE and injuries which require medical treatment or result in hospitalization or death shall be reported to the CMA immediately by submitting a verbal or written report to the case manager for all critical incidents within 24 hours of discovery of the actual or alleged Incident within 24 hours. The CMA will then report to the Department within 24 hours or 1 business day of being reported.
 - 8) Any and all allegations of MANE will be immediately reported to the Executive Director to ensure all proper notifications and reports are made and the investigation process is initiated.
 - 9) Pikes Peak Respite Services will notify the appropriate law enforcement/police as needed and the Case Management Agency (CMA) within 24 hours. A written report sent to the CMA within 24 hours or as otherwise stipulated by the CMA policy for MANE allegations, Critical Incidents, Hospitalizations or Deaths. The person's guardian, parent of a minor or Authorized Representative within their scope authority will be verbally notified as applicable within 24 hours for these incident types if the information falls within the scope of their authority, as given by the consent of the individual.
 - 10) All other incidents will be reported to Pikes Peak Respite Services within 24 hours. Pikes Peak Respite Services will notify guardians, parents of minors or Authorized Representative within their scope authority as applicable, process the incident report, and forward to the CMA as outlined in their policies and procedures (email, via Therap, etc.) within 24 hours.
 - 11) Incident Reports will be maintained in the person's record.
 - 12) When requested, Incident Reports shall be made available to the CMA and the Department within 24 hours.
 - 13) Pikes Peak Respite Services process will be to review and analyze incident reports on a quarterly basis to identify trends and problematic practices which may be occurring in specific services. Pikes Peak Respite Services has a monitoring spreadsheet to address each IR by codes and identify any trends to respond to problematic issues and follow up on any recommendations. The documentation of these quarterly reviews along with any identified trends and follow up will be maintained in the quality assurances folder.
 - 14) Pikes Peak Respite Services will take appropriate corrective action to address identified problematic practices. Documentation of trending and follow up will be maintained in the Incident Management system.

Reference: 10 C.C.R. 2505-10 Section 87201.L
Section 8.7202.L
Quality Monitoring Policy and Procedure

Form: Incident Report
Incident Management Quarterly report and trending



POLICY AND PROCEDURE ON INFECTION CONTROL

Policy:

Pikes Peak Respite Services will clearly outline steps to protect both people receiving services and providers to minimize the risk of exposure to and transmission of blood and body fluid pathogens as well as Other Potentially Infectious Materials (OPIM) and prevent the spread of communicable disease.

It is the policy of this agency that this information be conveyed in understandable terms so that any person receiving services and/or their guardians or authorized representatives know and fully understand it. Clarification on any part of the policy and procedure is always available upon request.

Procedure:

1. All providers will receive training on this policy upon hire or start of contract as a part of Orientation. Additionally, all providers will receive training on Health and Safety including Universal Precautions. Documentation of such trainings will be maintained in the personnel files of each provider. Training will occur at the time of hire/contract start date and annually thereafter.
2. Pikes Peak Respite Services shall evaluate the adequacy this policy and procedure at least annually, make any necessary substantive changes, document in writing and train on the updated policy and procedure.
3. Pikes Peak Respite Services will prevent the spread of communicable disease
 - a. Work restrictions will be placed on providers who are known to be affected with any illness in a communicable stage or to be a carrier of a communicable illness or disease; afflicted with boils, jaundice, infected wounds, vomiting, diarrhea or acute respiratory infections.
 - b. Providers will wear personal protective equipment (masks and gloves) if working while ill under normal circumstances. During the Covid-19 pandemic providers will not report to work if they have a fever or any Covid-like symptoms. In this situation providers shall follow proper isolation and/or quarantine

procedures as well as notifying the Agency immediately and following up with their physician for testing and recommendations.

- c. People served have the right to refuse care.

4. Hand Washing:

- a. Proper hand hygiene is the best defense against the spread of most communicable diseases and is the first line of defense for Pikes Peak Respite Services's infection control program.
- b. Hands should be thoroughly washed with soap and water for at least twenty (20) seconds
- c. Hands will be washed at the beginning and end of each shift and throughout the shift, after contact with clients, before and after preparing food, before and after smoking, before and after administration of medications, after using the restroom, after touching any soiled surface, when hands are visibly soiled and as needed to prevent the spread of microorganisms. Providers may need to wash hands between tasks that are performed for the same individual in service.
- d. Hands should be dried with disposable paper towels.
- e. All providers with skin cuts or abrasions should cover them with a waterproof dressing and wear gloves in addition.
- f. The proper hand washing procedure is outlined below:
 - i. Wet hands under warm, not hot, water
 - ii. Apply soap and rub hands together vigorously for at least twenty (20) seconds
 - iii. While washing make sure to get between all fingers and around nails
 - iv. Rinse with warm, running water
 - v. Dry with a paper towel
 - vi. Use the paper towel to turn faucets off
 - vii. Throw the paper towel away in the trash
- g. Procedure for using an alcohol-based, water-free hand sanitizer:
 - i. Apply product to the palm of one hand in the amount recommended by manufacturer
 - ii. Rub hands together ensuring contact with all areas of hands, fingers and nail
 - iii. Rub until hands are dry
 - iv. Use frequently and anytime you have touched a surface, your face or another person and cannot wash your hands.

5. Personal Protective Equipment:

- a. All Agency providers shall wear appropriate Personal Protective Equipment (PPE) when there is the possibility of contact with any blood or body fluids or to prevent skin or mucous membrane exposure.
- b. PPE includes: gloves, face protection, and gowns.
 - i. Gloves should be worn when there is a reasonable risk of contact with blood or body fluids. Situations that require gloves may include: handling blood or body fluids, contact with secretions from mucus membranes, touching an individual with broken skin, providing wound care, handling items or surfaces soiled with blood or body fluids, performing blood glucose testing or giving care to an individual who is incontinent. Gloves should be removed and disposed of immediately after contact with each individual or with an individual's property. Hands must be washed immediately and thoroughly as described above. New gloves must be donned for contact with each individual in service. Gloves are considered single-use and therefore must never be washed or reused.
 - ii. Face protection includes the use of masks and/or protective eye wear to prevent contact with the providers' mucus membranes when providing care that might involve splashes of blood, body fluids, secretions or excretions. This may include when oral care or other personal care is provided to an individual in service and/or when providing catheter care. Each provider must assess this risk and choose appropriate protection.
 - iii. Gowns must be worn to protect providers during any care or procedures where there may be contamination to their skin or clothing from blood or body fluids. Any activity that is done where there is reasonable risk of contamination from blood or bodily fluids warrants the use of a gown for protection. Again, it is up to the providers to assess this risk and choose appropriate protection.

6. Sharps:

- a. Disposable needles used in blood glucose testing should be placed in an OSHA approved sharps container as soon as possible after use.
- b. Sharps containers are to be removed and replaced as soon as they are at the fill level. At no time shall a sharps container be overfilled.
- c. Should a needle stick occur it must be reported to the providers' supervisor, the appropriate reporting paperwork must be completed and the providers should seek medical advice from Occupational Health as soon as possible.

7. CPR: If emergency mouth-to-mouth resuscitation is required, disposable mouth-to-mouth devices must be available and must be used.

8. Spills:

- a. All providers shall follow infection control procedures when dealing with spills of body fluids follow Universal Precautions and treat all bodily fluids as if they are infectious.
- b. To clean the spill the providers will isolate the area and don gloves, mask, gown and eye protection as appropriate.
- c. Any solid waste should be wiped up and disposed of first.
- d. Excess fluid should be soaked up with disposable paper towels or covered with an approved granular agent. Granules and/or waste should be scooped up using a piece of cardboard (or similar disposable device) and placed in a plastic bag.
- e. Place the first plastic bag inside another plastic bag (double-bagged) for disposal.
- f. After the spill area has been cleaned it must be disinfected. Mix one (1) part bleach to ten (10) parts water and apply to the surface or area. Let this solution sit on the area for ten (10) full minutes. Afterward, wipe the bleach solution up with paper towels and wash the area or surface with hot water and detergent then dry the entire area. Dispose of all paper towels, cleaning rags and gloves appropriately using the double-bagged procedure and wash hands immediately.
- g. Bleach solution that has been mixed must be used within twenty-four (24) hours or disposed of.

9. Contaminated Laundry:

- a. Clothing or linens that are contaminated with blood or body fluids (including stool or vomit) should be washed separately from other laundry, and as soon as possible.
- b. All contaminated clothing or linens should be rinsed in cold water prior to laundering so that any solid matter is removed first.
- c. Afterward clothing or linens must be washed with hot water and detergent.
- d. This applies to clothing for either providers or people receiving service.

10. Occupational Exposure:

- a. All providers who come in contact with blood or body fluids should flush the area of exposure with running water and wash thoroughly with warm water and soap using good friction.
- b. For any exposure to the eyes, nose, mouth or non-intact skin the area must be flushed with running water continuously for at least fifteen (15) minutes.
- c. Such exposure incidents must be reported to the provider's supervisor, the appropriate reporting paperwork must be completed and the providers should seek medical advice from Occupational Health as soon as possible.

11. Cleaning Re-useable PPE:

- a. Providers are responsible for cleaning and maintaining their own masks, replacing when necessary and for cleaning and maintaining their protective eye wear.
- b. Providers should first blow any loose dirt off the lenses with his/her breath to remove loose particles that might scratch the eye wear.
- c. Next, lenses must be cleaned by wiping both sides with an alcohol wipe and allowed to air dry.
- d. Afterward the rest of the frames must be cleaned.

12. Multidrug-Resistant Organisms:

- a. Several organisms have developed resistance to antibiotic drugs. The most common example is Methicillin-Resistant Staphylococcus Aureus, or MRSA. Although proper and consistent use of Universal Precautions should limit exposure to any infectious disease, including MRSA, additional information specific to MRSA will be outlined here.
- b. Special precautions will need to be taken if anyone has an active MRSA infection.
- c. Most people with MRSA are only colonized with the bacteria, which means the bacteria is present on their skin or in their nose, but they are not actively infected or sick with it. When a person gets an active infection the symptoms will vary depending on the site of the infection.
- d. Most infections occur on the skin or soft tissues, and they look a lot like any other infection. Some people mistake the infected site for a spider bite. Usually the site will be red, warm and swollen, possibly with pus drainage.
- e. Infections such as these can be successfully treated with antibiotics. Active infections that are not treated or that become very severe can enter the bloodstream and cause more serious illness and can potentially be life threatening.
- f. Any infected area that is not healing normally should be examined by a physician and tested for possible MRSA bacteria so that the appropriate treatment can be started.

13. Special Precautions:

- a. If someone is colonized with MRSA but does not have an active infection it is appropriate to follow all of the steps outlined above in this procedure.
- b. If someone is diagnosed with active MRSA infection of his or her skin the open or draining wound should be kept covered with an appropriate bandage or dressing as well as a layer of clothing. This is considered adequate to allow the person to continue his or her normal daily activities and social contacts.

- c. When providing wound care to anyone with an active MRSA infection, again, follow all instructions outlined above and all training for contact isolation precautions. Any old dressings, bandages, gloves, etc., should be disposed of immediately as described above, using a double-bagged technique.
- d. Any surface contaminated with pus or other bodily fluids from someone with an active MRSA infection should be cleaned as described above for a spill with all waste disposed of using the double-bagged technique.
- e. An individual with an active MRSA infection should not use public swimming pools, gyms, locker rooms or public showers until the infection has healed completely.

14. Other Considerations:

- a. If an individual has an active infection and his or her wound cannot be adequately contained with a bandage or dressing he or she may need to limit daily activities and social contacts and may need to be put on contact isolation precautions.
- b. The safety of other individuals in the home, the providers and others in the community must be taken into consideration.
- c. Individuals with an active infection should limit contact with newborn babies or other individuals or family members who have weak immune systems or chronic diseases as well as other people who have skin conditions like eczema or who have recently had surgery.
- d. Any of these individuals are more likely to get an infection, and MRSA can be very serious for them.
- e. Physicians and a person's Interdisciplinary team can assess individual cases as needed to decide the best course of action to keep all individuals as safe as possible and to limit only the activities that make the most sense in the situation.

15. Contact Isolation Precautions:

a. Hand Washing:

- i. As always, the single most effective way to prevent the spread of infection to yourself or others is proper hand washing with soap and water. Wash your hands often, assist the individual in keeping his or her hands clean, and assist all other individuals in the home to wash hands frequently as well.
- ii. Wash hands after using the bathroom, before preparing or eating meals, after assisting with personal hygiene, before and after smoking, when first arriving on shift and just before leaving shift. Refer to Universal Precautions Procedure for more information.
- iii. Avoid putting things in your mouth or chewing on your nails to reduce the chance of introducing bacteria into your mouth

- iv. Encourage our individuals to avoid putting their hands in their mouths as well.
 - v. NOTE: alcohol-based “waterless” sanitizers do not kill C. Diff. Soap, warm water and good friction are the most effective means. Rub your soapy hands together for at least twenty (20) seconds, rinse thoroughly under running water, pat dry with a disposable paper towel and use the paper towel to turn off faucets, then deposit the paper towel into the trash immediately.
 - vi. Do not use cloth hand towels
- b. Personal Care:
- i. The individual should get a bed bath only until the infection has resolved. This will reduce contact with shared surfaces in the house and bathroom.
 - ii. All personal care and freshening should be done in the individual’s room.
- c. Personal Protective Equipment (PPE):
- i. Gloves, gowns, face masks, booties and eye protection will be available for all providers to use if needed when providing care for the individual. Of these, gloves and gowns will most often be the only PPE that is necessary. It is the responsibility of providers to choose the proper type of PPE to use when providing care. There is no need to over-use PPE to do minor tasks in the individual’s room. The following information and examples are guidelines only.
 - ii. Gowns should be worn if providers feel that their skin or clothing will have direct contact with: the individual’s skin, heavily soiled linens, uncontained body fluids such as vomit, urine or stool or copious amounts of bloody drainage or other drainage from a wound. This is most likely to occur with splashes or sprays of blood, body fluids, secretions or excretions.
 - iii. Masks, eye protection and/or face shields should be worn to protect mucous membranes of the eyes, nose and mouth during care activities that are likely to generate splashes or sprays of blood, body fluids, secretions or excretions. This can include oral care if spraying is likely or catheter care and emptying.
 - iv. All PPE must be donned outside of the individual’s room in the correct order, and removed correctly prior to leaving the individual’s room, again in the correct order.
 - v. Face shields and/or eye protection must be discarded in the trash if disposable, or cleaned per manufacturer’s instructions if reusable
 - vi. If a provider’s clothing becomes soiled with any bodily fluid it is appropriate to use the program laundry and shower facilities on-site to allow the providers to clean himself or herself and his or her clothing immediately.

- vii. If there is an exposure incident the proper reporting and follow up will occur per the Universal Precautions/Infection Control Procedure.
- viii. All trash shall be double bagged using regular household trash bags or placed in red bio-hazard bags if deemed necessary.
- ix. When emptying the individual's trash providers will double bag the trash

d. Laundry:

- i. The individual's laundry must be stored inside a plastic bag in a covered hamper in their room. This includes any bed linens, towels or washcloths used for the individual's care.
- ii. Wash laundry in small loads in the warmest water possible, with 1 cup of vinegar added to the wash to help kill other potentially infectious materials (OPIM). Dry all laundry on the hottest setting possible in the dryer, unless it says not to on the label.
- iii. To launder clothes, providers will first glove and gown. Providers will then twist the top of the plastic bag of laundry prior to removing it from her hamper and carry the plastic bag, holding it away from their body, to the laundry area, without setting it down or allowing it to touch another surface. Once at the washer, providers will deposit laundry into the washer, again, without it touching any other surface. Providers will deposit the used laundry bag in the trash in the individual's room, place a clean plastic bag into the hamper, remove PPE per illustrations, wash hands, glove with new gloves then return to the laundry area to complete the laundry.
- iv. Wipe the surfaces of the washer and dryer with a disinfectant per cleaning procedures and be sure to wipe the inside of the washer and dryer with a disinfectant as well, after laundry is completed.

e. Cleaning Surfaces:

- i. Surfaces should be cleaned at least daily with an approved disinfectant. The best and cheapest disinfectant is bleach mixed with water. The dilution should be 1 part bleach to 10 parts water. At this dilution there is hardly any bleach smell. Bleach and water must be mixed fresh every day, so mix small amounts at a time.
- ii. Moisten non-porous surfaces with the disinfectant and allow it to sit wet for 10 full minutes. After ten minutes wipe the surface with warm/hot water and a disposable paper towel. Use as many towels as needed. Throw all paper towels away in trash—do not flush them down the toilet in homes with septic systems.
- iii. Clean all frequently touched surfaces throughout the house, but especially in the individual's room. Make sure you clean: bed rails, wheelchair handles and seats, light switches, door knobs,

phones, TV remotes, refrigerator handles, favorite toys, computer mouse and key boards, IV poles for G-tube feedings, pumps, machines, etc.

- iv. Clean any reusable medical equipment such as blood pressure cuffs, thermometers or stethoscopes as above, remembering that some spores such as C. Diff is not adequately killed with alcohol.
 - v. Wood or porous surfaces can be safely cleaned with a vinegar and water solution.
 - vi. Never clean with full strength bleach, it is actually more effective as an antimicrobial when it is mixed with water
 - vii. Always ensure that rooms are properly ventilated when cleaning with bleach. Wear gloves when using bleach and never mix bleach with ammonia or any other cleaner
 - viii. Ensure all containers with bleach solution are properly labeled.
 - ix. Other examples of appropriate disinfectants include: Lysol, vinegar and water, other "Quat" agents, Clorox Disinfecting Bathroom Cleaner.
 - x. Keep in mind that bleach causes major problems with septic systems, so bleach should not be used in the laundry or the bathroom or in any way that it will make it down the drain at a program that uses a septic system. Use only approved disinfectants when the cleaner will be going down the drain. Use bleach when it can be wiped with paper towels and disposed of in the trash
- f. Social Considerations:
- i. While taking these precautions with any individual ensure that his or her social needs are being met.
 - ii. The individual will likely have significantly reduced interactions and community involvement until Contact Isolation Precautions have been discontinued, and/or the infection has cleared.
 - iii. Please focus on allowing the person to enjoy activity as he or she can tolerate during this time while at the same time keeping the environment safe for all the other individuals and providers.
 - iv. Studies have shown that individuals who are on Isolation Precautions report higher levels of depression and dissatisfaction with their care.

References:

6 C.C.R. 1011-1 Chap 26 Section 6.15

6.C.C.R. 1011-1 Chap 2 Section 10.11

6 C.C.R. 1009-1

CDPHE Disease Control & Environmental Epidemiology- Communicable Reportable

Conditions



Informed Consent for Rights Modification

Name: _____

Service Provider Agency: Pikes Peak Respite Services

Type of Services: _____

0. Before you begin (for providers and case managers)

Think about what is being proposed and why, instead of starting by simply filling out this form. Is a Rights Modification really necessary, and if so, must it look exactly as you initially envisioned it? Be creative in thinking about alternative approaches! What else might work with this individual? What has worked with others in similar situations in the past? Have you discussed with the individual what their preferences and needs are? Have you afforded them the opportunity to work with people of their choosing (including advocates, peers, people who help them with supported decision-making, friends, and family) who can help them evaluate the pros and cons of your proposal and the alternatives? Try to negotiate a solution that works for everyone while avoiding, or at least minimizing, any impact on people's ability to fully exercise and enjoy all of their rights.

If you still feel that you must proceed to a Rights Modification, this form should reflect that you had a robust conversation and thought process leading you to that point. The process is much more than simply filling out this form: the form just summarizes information showing that the overall process was thorough and appropriate.

In this situation, providers may fill in information relating to items 1 through 6, reflecting their conversations and history with the individual, before giving the form to the case manager. The case manager must carefully review the information provided and discuss it with the individual (and their guardian/other legally authorized representative, if applicable), making sure that it fully explains what the individual needs to know to make an informed decision. In the course of this discussion, the individual and the case manager may modify the information on the form or initiate a different approach on a fresh form. After they have finished modifying/completing the form, they should sign at the bottom or sign electronically. Only the case manager may obtain these signatures.



Additional guidance for completing the form:

- *This document should clearly, thoroughly, and respectfully explain all elements for the individual, so they can make an informed decision about signing.*
- *Use plain language, addressed directly to the individual, as this is a document for their review and consideration.*
- *As a part of ensuring plain language, there is generally no need to cite statutes or regulations or to use legal terms of art. This information certainly can be given by the provider or case manager, if the individual or guardian would like these references.*

1. Description of your proposed Rights Modification for the period ___/___/___ - ___/___/___

Specify what right will be modified and how it will be modified, to be sure the individual understands what to expect. (For example, “your right to come and go will be modified in that staff will always accompany you when leaving your home, except when you are at work or with your family,” or “your right to privacy will be modified in that you will not lock your bedroom door, in case staff need to come in to help you during a seizure.”) Be sure to address only one Rights Modification per form. This helps you to complete the narrative clearly and in turn, ensure that the individual understands each right that is affected and each modification being proposed. As part of describing the proposed Rights Modification, state when it will be in effect. The start date is the date on which all required signatures are obtained (below) or later. The end date can be up to one year after the start date and can be earlier. If a similar Rights Modification is used in later periods, complete a fresh form with new dates, and update any other information in the form as appropriate.

2. The reason for your Rights Modification, based on your assessed needs

Explain what data, behavioral concerns, or other information has led to the proposed Rights Modification. The reason must be based on the individual’s needs and protecting their or someone else’s health, safety, or wellbeing, and not simply a request from someone in the individual’s life, including family or a guardian; the convenience of the provider; or historic issues that may no longer be problematic. (For example, “you have sexual behavior issues and have used the internet to interact inappropriately with strangers this past month,” or “you have Prader-Willi Syndrome and with free access to food, you have been eating to the point of becoming sick.”) The proposed Rights Modification described in Item #1 must be proportionate to the assessed need, meaning that it is no more restrictive than



needed to protect the identified health/safety/wellbeing interests of the individual or others.

3. Other ways you have been supported that have not worked on their own

Carefully detail what positive interventions and supports and what less-intrusive approaches have been implemented, without the result needed. (Examples include “you have been attending therapy weekly,” and “you have tried to practice self-monitoring techniques for making healthy food choices.”) State when these alternative approaches were tried.

4. These are things you can do to have your rights restored, and how your service provider will support you and track how you’re doing

Explain what positive behaviors and objective results the individual can work toward to demonstrate that the Rights Modification is no longer needed, with interim steps to have part of their rights restored. Specify who will collect and review this information, the measurable criteria, and on what schedule. Specify how the individual will be supported to achieve these behaviors/results. (For example, “you will attend therapy every week, staff will help you use your safety plan by reminding you about it as needed, and you will be able to use the internet with staff supervision; then, if you demonstrate responsibility for three months (meaning that staff observe that you do not try to hurt/harass others online), you will have five-minute periods on the internet without supervision; then, if you continue to demonstrate responsibility each month, these periods will get longer by 5 minutes per month”; or “you will get to choose some foods to always have available and staff will suggest and help support you to not eat it all at once, and as that improves (meaning that staff observe you are able to stop eating those foods after 1-2 portions in a sitting), more choices will be available.”)

5. This is how the Rights Modification will affect your daily life, and how your staff will support you to avoid harm and discomfort because of the modification

Detail how staff will mitigate potential harm or discomfort so that they can assure that the modification will cause no harm to the individual. (For example, “although you are not able to come and go on your own, you will still be able to choose community activities you enjoy and staff will make sure you can do these things”; “although you are not able to safely lock your bedroom door, you will still have privacy by being able to close your door without locking it, by having staff always knock and wait for permission to enter except when they believe you are having a seizure, and by having a separate way to lock up important belongings to keep them safe”; “since you will not be allowed to watch some types of shows or movies on TV, you will get to choose from other appropriate options.”)



6. You do not have to consent to this proposed Rights Modification. Here are some other options.

Explain alternatives that are available, along with their most significant likely consequences (pros and cons). (For example, “if you do not agree to this restriction on your access to food, you can eat whatever you want, and you may experience uncontrolled weight gain, which has made you uncomfortable in the past, and which could create the following health risks,” or “if you do not agree to this restriction on your access to the internet, you can do whatever you like online, and you risk engaging in misconduct that could hurt other people and get you in trouble with the law.”) If relevant, note that the provider might seek to terminate services for the individual, and that the individual may arrange to receive services from a different provider/at a different setting, and/or to receive more or different services and supports. The case manager must help the individual understand these options.

Before making a decision, please know:

- You have the right to get all of your questions and concerns answered. You can talk to advocates, peers, people who help you with supported decision-making, friends, family, and others. Feel free to have these conversations on your own or to ask your staff or your case manager to help set up these conversations.
- Your case manager can assist you, if desired, to connect with an independent advocate who is not involved with the services you receive.
- You should talk to your case manager to be sure you understand the proposed Rights Modification and the other information in this form. You can include anyone you want in these conversations.
- You can write on and alter this form to be sure you agree with it before you sign it. Your case manager can help if you want to propose changes.
- If you agree to this Rights Modification, you will review that decision and the information supporting it with your case manager, and others of your choosing, at least every year. This review can be sooner if you or others would like to consider changes at any time.
- If you agree now but change your mind later, you have the right to withdraw your consent.
- You will not be subject to retaliation or prejudice, with your services and supports, for declining to consent or for withdrawing your consent to this Rights Modification.

If you agree with this Rights Modification, please sign below or sign electronically.



Individual signature

Date

Guardian/other authorized legal representative signature (if applicable)

Date

Case Manager signature

Date

The case manager enters a summary of the finalized information from this form, with any modifications from the individual and/or case manager, into the case management system and keeps a copy of the signed form, along with any discussion notes, on file. The case manager distributes copies of the case management system summary and the signed form to providers involved in implementing the Rights Modification.

Provider agencies do not sign this form. Provider requirements for staff with regard to training, protocols, or other plans for implementation, are handled separately. Upon receiving a copy of the signed form and the summary from the case management system, provider agencies can attach it to their other documentation, including staff signing off to indicate they reviewed and understand what the individual has agreed to.



ANNUAL ACKNOWLEDGMENT OF DISPUTE, GRIEVANCE, AND RIGHTS POLICIES AND PROCEDURES

I acknowledge that I have received a copy of the following Policies and Procedures:

- Dispute Resolution
- Grievance and Complaint
 - Rights

I further acknowledge that I have the right to review them, have them explained to me, in full or in part, and have my questions answered. I have also received a copy of the supplemental handouts for Dispute, Grievance and Rights.

Pikes Peak Respite Services strives to provide understandable information and is committed to ensuring you understand the content in all agency policies and procedures.

These policies and procedures will be reviewed upon admission into services with Pikes Peak Respite Services, annually thereafter, and anytime a change is made to services.

Should I wish to receive further clarification of these procedures, I understand that I may contact the Director.

Signature of Person Receiving Services

Date

Signature of Guardian/Parent of a Minor/Authorized Representative, as applicable

Date

Signature of Pikes Peak Respite Services Representative

Date



POLICY AND PROCEDURE ON ARCHIVING AND PURGING RECORDS

Purpose: To define the process for archiving, purging, and proper storage of client records.

Policy: Records pertaining to persons seeking or receiving services shall be maintained in accordance with these rules and other federal and state regulations and accreditation standards. Where no superseding regulation or policy applies, records may be purged and destroyed as outlined in the following agency procedure.

It is the policy of Pikes Peak Respite Services that this information be conveyed in understandable terms. Clarification on any part of the policy and procedure is always available upon request.

Procedure:

1. Records shall be made available for review at Pikes Peak Respite Services to authorized persons within a reasonable period of time as negotiated by the agency and the party seeking access, and within 5 business days whenever possible.
2. An individual designated by Pikes Peak Respite Services shall be responsible for the record at all times during the examination of the record by entities other than employees of that agency.
3. At no time may a person examining a record remove anything from it or otherwise make changes in it, except as stipulated below:

- a) The person seeking or receiving services, parent of a minor, guardian or authorized representative, if within the scope of his/her authority, objects to any information contained in the record, he/she may submit a request for changes, corrections, deletions, or other modifications.
 - b) The person seeking or receiving services, parent of a minor, guardian or authorized representative as appropriate, shall sign and date the request.
 - c) Pikes Peak Respite Services administrator will make the final determination regarding the request and will notify the requesting party of the decision.
 - d) If Pikes Peak Respite Services administrator denies the request, then the requestor has the right to have a statement regarding their request entered into the record.
4. Records or portions of records may be photocopied or otherwise duplicated only in accordance with written agency procedures, and any fee for duplication shall be reasonable pursuant to section 24-72-205, C.R.S. A person receiving services is entitled to one free copy of any information contained in his/her record. Agency records are the property of Pikes Peak Respite Services.
 5. As outlined in the Client Record Policy and Procedure, each person will have a comprehensive file containing the current and previous Service Plan (SP) year's documentation. Documentation and confidentiality shall be maintained as outlined in that policy and procedure.
 6. Programmatic and financial information must be kept for 3 years after the death or termination of a client.
 7. Medical information must be kept for 10 years after the death or termination of a client.
 8. Archiving/purging of the paper programmatic and medical files will be completed by the program supervisor annually for each client. For electronic record keeping, files will remain in the SP year folder they were saved in and a new folder will be started each SP year. Those folders will not be archived or deleted.
 9. All archived records will be stored in the locked and secured file cabinets in the office or on password protected computers.
 10. Purged records will be destroyed by a shredding company that assures confidentiality prior to destruction of the files.
 11. The following information will not be purged:
 - a. MANE Investigation Files
 - b. Personal or historical Information or assessments that will not be repeated
 - c. Medical assessments or evaluations used for diagnostic purposes that are not likely to be repeated/No medical record with original diagnosis
 - d. Initial psychiatric evaluations
 - e. Informed consents of psychotropic medications unless historical information is contained in annually updated forms including all dosage changes

- f. Medical Special Studies
- g. Documentation from hospitalizations or surgeries
- h. Admission Paperwork

References: Section 24-72-205, C.R.S.

10 C.C.R. 2505-10 Section 8.7540.C



POLICY AND PROCEDURE ON COLORADO ADULT PROTECTIVE SERVICES CHECKS

Policy: As outlined in statute, Pikes Peak Respite Services is required as of January 1, 2019 to conduct a Colorado Adult Protective Services background check (CAPS).

Definitions: **Adult Protective Services (APS)** program- the state department supervised, county department administered program that has the authority to investigate and/or assess allegations of mistreatment and self-neglect of at-risk adults. The APS Program offers protective services to prevent, reduce, or eliminate the current or potential risk of mistreatment or self-neglect to the at-risk adult using community-based services and resources, health care services, family and friends, when appropriate, and other support systems. The APS Program focuses on the at-risk adult and those services that may prevent, reduce, or eliminate further mistreatment or self-neglect. The APS Program refers possible criminal activities to law enforcement and/or district attorney for criminal investigation and possible prosecution.

At-Risk Adults- pursuant to Section 26-3.1-101(1.5), C.R.S., means an individual eighteen years of age or older who is susceptible to mistreatment or self-neglect because the individual is unable to perform or obtain services necessary for his or her health, safety or welfare, or lacks sufficient understanding or capacity to make or communicate responsible decisions concerning his or her person or affairs.

CAPS- the Colorado Adult Protective Services state department prescribed data system

CAPS check- a check of the CAPS data system pursuant to Section 26-3.1-111, C.R.S.

Direct Care- pursuant to Section 26-3.1-101(3.5), C.R.S means services and supports, including case management services, protective services, physical care, mental health services, or any other service necessary for the at-risk adult's health, safety or welfare. An employer may identify which employees or contractors provide direct care, consistent with this definition, in an internal policy.

Employee- pursuant to Section 26-3.1-111(2), C.R.S., means a person, other than a volunteer, who is employed by or contracted with an employer and includes a prospective employee

Employer- pursuant to Section 26-3.1-111(2), C.R.S., means a person, facility, entity or agency described in Section 26-3.1-111(7) C.R.S., and includes a prospective employer. “Employer” also includes a person hiring someone to provide Consumer Directed Attended Support Services pursuant to C.R.S., Article 10 of Title 25.5 if the person requests a CAPS check.

Procedure:

1. Pursuant to Title 26, Article 3.1-111 C.R.S., Pikes Peak Respite Services is required to request a check of the Colorado Adult Protective Services (CAPS) prior to hiring a new employee or signing a contract with an independent contractor/host home provider who will be providing direct care to at-risk adults.
2. The purpose of the CAPS check is to alert the employer as to whether or not a prospective or current employee has been substantiated as a perpetrator of physical abuse, sexual abuse, caretaker neglect, and/or exploitation of an at-risk adult.
3. Written authorization from the applicant/employee/contractor will be obtained using the “Written Authorization to Request a CAPS check” form.
4. This Written Authorization to Request a CAPS check form will be completed in its entirety and a copy will be maintained in each employee or contractor personnel file.
5. Disclosure is provided to an employer, person or entity conducting employee/contractor screening on behalf of the employer, by the State Department as part of a CAPS check pursuant to Section 26 -3.1-111 C.R.S., or by a county department pursuant to Section 26-3.1-107 C.R.S.
6. Pikes Peak Respite Services will use the information received through a CAPS check to inform an employment/contract decision or as grounds to conduct further review, as outlined in Section 26 -3.1-111(6)(c) C.R.S.
7. Information obtained through a CAPS check shall only be released pursuant to Section 26 -3.1-111 (6)(d) C.R.S.
8. Section 26 -3.1-111 (6)(e) C.R.S. creates a criminal penalty for any person who improperly releases or who willfully permits or encourages the release of data or information obtained through a CAPS check to persons not permitted access to the information pursuant to C.R.S., Title 2, Article 3.1.
9. Pikes Peak Respite Services has registered to conduct the employee CAPS checks prior to requesting any checks to allow for verification of the agency’s/” employer’s” legal authority to request the check. The verification has been completed.
10. Pikes Peak Respite Services will ensure that the registration information in the CAPS system is kept up to date.
11. The fee for each CAPS check is \$16.50, this cost will be passed along to the employee or contractor, as permitted in the statute.

12. The State Department shall respond to the request as soon as possible and no later than 5 business days following the request.
13. The CAPS check will indicate the following:
 - a. Whether there is or is not a substantiated finding for the employee or contractor
 - b. The purpose for which the information in CAPS may be made available
 - c. The consequences of improper release of the information in CAPS
 - d. For CAPS checks in which there is a substantiated finding, the results will include the date(s) of the report, county department(s) that completed the investigation(s), and the type(s) and severity level(s) of the mistreatment
14. Notification of any substantiated mistreatment finding made after the initial CAPS check shall be provided to the employer, other person or entity conducting the employee CAPS check on behalf of the employer, at the time the new finding is completed in CAPS.
15. Findings shall not be included in CAPS check results when:
 - a. The finding was made prior to July 1, 2018 when due process for substantiated perpetrators began as outlined in Section 30.910
 - b. The finding was expunged or overturned through the appeals process in Section 30.920
 - c. The substantiated perpetrator was under 16 years old at the time the mistreatment occurred
 - d. A positive match of at least 2 data points between the employee and a substantiated perpetrator in CAPS, such as name, date of birth, or address cannot be determined with certainty.
16. Direct Care Workers with any of the following results are prohibited from providing direct care to any person receiving services for Pikes Peak Respite Services per regulation Section 8.7410.E.2.B
 - a. An allegation of MANE or harmful act, as defined in Section 26-3.1-101, C.R.S., substantiated by Adult Protection Services (APS) within the last 10 years, at a severity level of "Moderate" or "Severe" as defined in 12 CCR 2518-1; Section 30.100.
 - b. Three or more allegations of MANE or harmful act, as defined in Section 26-3.1-101, C.R.S., substantiated by APS within the last five years, at the minor severity level as defined in 12 CCR 2518; Section 30.100.
 - c. A criminal conviction of MANE against an at-risk adult defined at 26-3.1-101, C.R.S.
 - d. Only substantiated allegations for which the state level appeal process as defined as 12 CCR 2518-1.
 - e. Section 30.920 shall be included in the above exclusions list.

References:

Section 26-3.1-111, C.R.S.

C.R.S. Article 10 of Title 25.5

C.R.S. Title 2, Article 3.1

Section 8.7410

Section 8.7408

Section 30.910

Section 30.920

12 CCR 2518-1; Section 30.920

12 CCR 2518; Section 30.100

Section 26-3.1-101, C.R.S

Forms:

Written Authorization to Request a CAPS check



POLICY AND PROCEDURE ON COMMUNITY INCLUSION

Purpose: To outline the importance and of community inclusion at Pikes Peak Respite Services.

Policy: Pikes Peak Respite Services will ensure community inclusion for all people receiving services. Input will be solicited from all people receiving services on what types of activities they wish to participate and how they prefer to be an active part of their community. People will be provided with the experience, exposure and education of what opportunities and activities are available in their community

Procedure:

1. Pikes Peak Respite Services has several mechanisms to ensure each person receiving services is involved in the life of their community.
 - a. All providers are trained on this policy and procedure at orientation.
 - b. Residential services will have community activities documented and maintained in their individual client records
 - c. Pikes Peak Respite Services has a quality monitoring plan which includes bi-annual client file reviews which will include a review of community participation documentation. This review is in addition to the monthly monitoring of required documentation.
 - i. A focus on these client file reviews is to ensure all people receiving services are well supported to be integrated into their communities. Beyond being simply escorted into the community, people will be supported to become actively involved, included, and they will be encouraged to participate in their preferred activities as outlined with the guidelines set forth in the Centers for Medicare and Medicaid settings final rule.
2. Providers will encourage interactions with people in the community at every opportunity including encouragement to:

- a. interact with community person receiving services in activities
 - b. actively engage in interactions with people working in the community such as :
 - i. purchasing tickets or participating in monetary exchanges
 - ii. navigating through or into/out of places
 - iii. finding the restroom
 - iv. locating exits once inside
 - v. paying for items purchased
 - vi. asking questions and learning about what their community has to offer so they can become active person receiving services of their community.
3. All staff and providers of Pikes Peak Respite Services will be trained in the settings final rule and in how to promote and encourage community integration and inclusion, facilitate choice in activities and arrange for necessary transportation.
 4. Pikes Peak Respite Services will ensure the following qualities and protect all of the following individual rights, based on the needs of the individual as indicated in their Person-Centered Support Plan, subject to the Rights Modification process in Section 8.7001.B.4
 - a. Services are integrated and support full access of individuals to the greater community, including opportunities to seek employment and work in competitive integrated settings, control personal resources, receive services in the community, and engage in community life, including with individuals who are not paid staff/Contractors and do not have disabilities, to the same degree of access as individuals not receiving HCBS.
 - b. Individuals are not required to leave the setting or engage in community activities. Individuals must be offered and have the opportunity to select from Age-Appropriate Activities and Materials both within and outside of services
 - c. Integration and engagement in community life includes supporting individuals in accessing public transportation and other available transportation resources.
 - d. Individuals receiving HCBS are not singled out from other community person receiving services through requirements of individual identifiers, signage, or other means.
 5. Input will be solicited from all people receiving services on what types of activities they wish to participate and how they prefer to be an active part of their community.
 6. Skills and interests will be built upon to grow and develop relationships in the community based on the preferences and desires of each individual person receiving services.
 7. People will be provided with the experience, exposure and education of what opportunities and activities are available in their community.
 8. People will be supported to participate in all types of activities, groups, and events which certainly include those that are tailored to people that are and are not affected by disabilities.

9. Supported Community Connections (SCC) services are provided to support the abilities and skills necessary to enable the Person receiving services to access typical activities and functions of community life, such as those chosen by the general population, including community education or training, retirement, and volunteer activities.
10. SCC services:
 - a. Provide a wide variety of opportunities to facilitate and build relationships and natural supports in the community while utilizing the community as a learning environment to provide services and supports as identified in a Person receiving services' Person-Centered Support Plan
 - b. Are conducted in a variety of settings in which the Person receiving services interacts with persons without disabilities other than those individuals who are providing services to the Person receiving services. These types of services may include socialization, adaptive skills and personnel to accompany and support the Person receiving services in community settings
11. Pikes Peak Respite Services does not currently provide Specialized Habilitation (SH) services, however if they are added SH community-integrated services will:
 - a. not be provided in a residential setting
 - b. provided to enable the person to Pikes Peak Respite Services the maximum functional level or to be supported in such a manner that allows the Person receiving services to gain an increased level of self-sufficiency
 - c. Include the opportunity for Person receiving services to select from Age-Appropriate Activities and Materials, as defined in Section 8.7001.A.1 both within and outside of the setting
 - d. Include assistance with self-feeding, toileting, self-care, sensory stimulation and integration, self-sufficiency, and maintenance skills
 - e. May reinforce skills or lessons taught in school, therapy or other settings and are coordinated with any physical, occupational or speech therapies listed in the Person-Centered Support Plan.

Reference: 10 C.C.R. 2505-10 Section 8.7001.B.2.a
10 C.C.R. 2505-10 Section 8.7001.B.4
10 C.C.R. 2505-10 Section 8.7516.B.2
Home and Community Based Services Settings Final Rule
Policy and Procedure on Rights



POLICY AND PROCEDURE FOR CONTINGENCY PLANNING

Policy: Pikes Peak Respite Services will ensure the provision of services for the people supported by Pikes Peak Respite Services.

It is the policy of this agency that this information be conveyed in understandable terms. Clarification on any part of the policy and procedure is always available upon request.

Procedure:

1. Pikes Peak Respite Services will have a documented contingency plan for providing services in the event that a person's caregiver or direct service provider is unavailable due to an emergency or unforeseen circumstances.
2. Pikes Peak Respite Services has an administrator on call at all times to handle shift call offs or manage emergencies.
3. Pikes Peak Respite Services will make all efforts to cover shifts to avoid the need to cancel or reschedule any shift.
4. Pikes Peak Respite Services will communicate the need to reschedule a shift with the person receiving services.
5. Pikes Peak Respite Services will communicate a change in the planned provider to the person receiving services with as much notice as possible.
6. For residential settings, Pikes Peak Respite Services will provide emergency backup residential services in the event that the contracted person is unable to complete services.
 - a. A contingency plan will be discussed with the person and contracted residential provider, whether a host home provider or family care giver upon admission to brainstorm any and all possible back up plans in the event of an emergency.

- b. Whenever possible that back up person will be someone known, preferred and selected by the person receiving services.
- c. In an emergency situation, Pikes Peak Respite Services will ensure the backup residential provider has all required information, supplies, medications, etc to provide continuity of care.
- d. The last possible option will be for Pikes Peak Respite Services to staff a hotel room should an alternative placement not be suitable or practical to support the person and their individualized needs.

Reference: 10 C.C.R. 2505-10 Section 8.7408



POLICY AND PROCEDURE ON DISCRIMINATION

Policy: Pikes Peak Respite Services prohibits discrimination on the basis of race, religious or political affiliation, gender, national origin, age, or disability

It is the policy of this agency that this information be conveyed in understandable terms. Clarification on any part of the policy and procedure is always available upon request.

Procedure:

1. Pikes Peak Respite Services prohibits discrimination. This Policy applies to all aspects of the relationship between Pikes Peak Respite Services and its employees/contractors, including, but not limited to, employment, recruitment, advertisements for employment, hiring and firing, compensation, assignment, classification of employees, termination, upgrading, promotions, transfer, training, working conditions, wages and salary administration, and employee benefits, and application of policies.
2. These policies apply to independent contractors, temporary employees, all personnel working on the premises, and any other persons or firms doing business for or with Pikes Peak Respite Services.
3. Disciplinary action will be taken against any employee, contractor or agent in breach of this Policy.
4. **DISCRIMINATION.** Pikes Peak Respite Services is an equal opportunity employer committed to complying with all applicable anti-discrimination laws.
 - a. Discrimination occurs whenever similarly situated individuals of a different group are accorded different and unequal treatment in the context of a similar situation.
 - b. Pikes Peak Respite Services shall not tolerate, under any circumstances, without exception, the exclusion of individuals from an opportunity or participation in any activity because of race, color, gender, sexual

orientation, religion, national origin, familial status, age, disability, United States military veteran status, sexual orientation, gender identity or gender expression, and any other status protected by the law. This list is not exhaustive.

- c. Our policy of non-discrimination in employment applies, without limitation, to recruitment, hiring, compensation, promotions, transfers, discipline, demotions, terminations, layoffs, access to benefits and training and all other aspects of employment, as well as to selection of volunteers and vendors and provision of services.
- d. In addition, our policy of non-discrimination is intended to extend to people supported, their legal representatives, parents, guardians, volunteers, visitors, and all of our stakeholders.

5. **HARASSMENT.** Pikes Peak Respite Services is committed to creating and providing a positive environment that is free from harassment.

- a. Pikes Peak Respite Services will not tolerate harassment of any employee/contractor, either by fellow employees/contractors or non-employees, of race, color, gender, sexual orientation, religion, national origin, familial status, age, disability, United States military veteran status, sexual orientation, gender identity and gender expression, including the exercise of a protected activity (like filing a complaint), or any other reason deemed impermissible under the law.
- b. Harassment can include, but is not limited to, offensive verbal conduct such as foul or obscene language, epithets, suggestive statements or innuendo, derogatory comments, or "jokes." Harassment may further include touching, gestures, or other offensive physical conduct, or creating, displaying, or reading offensive graphic or written materials in the workplace that relate to the sex, race, religion, color, national origin, age, or disability of an employee.
- c. Any of these behaviors is considered harassment if it would make a reasonable person experiencing the conduct uncomfortable in the workplace, or if it could hinder the person's job performance.

6. All employees, including supervisors, other management personnel, and independent contractors, are required to abide by this Policy. Violation of the Policy will result in disciplinary action, up to and including discharge.

7. No person will be adversely affected in their contracted position, employment, or receipt of services with Pikes Peak Respite Services as a result of bringing complaints of harassment.

8. **SEXUAL HARASSMENT.** Pikes Peak Respite Services prohibits sexual harassment, and that such behavior is prohibited both by law and by Pikes Peak Respite Services policy.

- a. Sexual harassment is unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature that constitute harassment when:
 - i. submission to such conduct is made either explicitly or implicitly a term or condition of employment.

- ii. submission to or rejection of such conduct by an individual is used as a basis for employment decisions, promotion, transfer, selection for training, performance evaluations, benefits, or other terms and conditions of employment.
 - iii. such conduct has the purpose or effect of creating an intimidating, hostile, or offensive work environment or substantially interferes with an employee's work performance.
 - b. Pikes Peak Respite Services prohibits inappropriate conduct that is sexual in nature at work, on Pikes Peak Respite Services business, or at Pikes Peak Respite Services-sponsored events including the following: comments, jokes, degrading language, sexually suggestive objects, books, or any form of media electronic or in print form.
 - c. Sexual harassment is prohibited whether it is between members of the opposite sex or members of the same sex.
- 9. **REPORTING DISCRIMINATION & HARASSMENT.** If a contractor or employee feels that he or she has been harassed as described in this Policy, they should immediately report the matter to management through any verbal or written means. If that contact is not available, or if the employee or contractor is not comfortable informing this contact, the employee or contractor should immediately inform any other manager or supervisor.
 - a. Once the matter has been reported it will be promptly investigated.
 - b. The investigation will be conducted in a confidential manner to the extent consistent with the need to investigate and evaluate the complaint.
 - c. The procedure for reporting incidents of discriminatory or harassing behavior is not intended to prevent the right of any employee to seek a remedy under available state or federal law by immediately reporting the matter to the appropriate state or federal agency.
- 10. **NO RETALIATION.** No retaliatory action will be taken against any person who in good faith reports conduct that she or he believes may violate this Policy. No retaliatory action will be taken against any individual for assisting or participating in an investigation, proceeding or hearing related to a harassment complaint.
- 11. **DISCIPLINARY MEASURES FOR HARASSMENT.** Where an employee/contractor is determined to have violated this Policy, Pikes Peak Respite Services will take disciplinary action, up to and including termination. Where a non-employee is determined to have violated this Policy, Pikes Peak Respite Services will take action reasonably calculated to end the harassment. If a volunteer is determined to have violated this Policy, Pikes Peak Respite Services will terminate the volunteer agreement.
- 12. **REMEDIES.** Remedies for any instances of verified employment discrimination, whether caused intentionally or by actions that have a discriminatory effect, may include back pay, hiring, promotion, reinstatement, front pay, reasonable accommodation, or other actions deemed appropriate by Pikes Peak Respite Services. Remedies can also include payment of attorney fees, expert witness fees, court costs and other applicable legal fees.

Reference:

10 C.C.R. 2505-10 Section 8.7408

Section 8.7410

Home and Community Based Services Settings Final Rule



POLICY AND PROCEDURE ON THE DISPUTE RESOLUTION PROCESS

Purpose: To outline the Dispute Resolution Process

Policy: Disputes between people and Pikes Peak Respite Services will be handled in accordance with Colorado Statute, Rules and Regulations to be used by people receiving services, or applicants for services or parents of a minor, guardians, or Authorized Representative within their scope authority in the event that they are dissatisfied with the decision or action of the program approved service agency, Pikes Peak Respite Services or who were found not eligible or no longer eligible to receive services from the agency.

It is the policy of Pikes Peak Respite Services that the Dispute Resolution process be conveyed in understandable terms so that any person receiving services and/or their guardians or Authorized Representative within their scope authority know when and how they may dispute an agency decision. Clarification on any part of the policy and procedure is always available upon request.

This policy and procedure shall be shared verbally and in writing, in English or native languages as needed, upon admission to Pikes Peak Respite Services, any time a change occurs in the Service Plan, upon request at anytime, and when the Service Plan renews annually to the person receiving services, their guardian or authorized representative as applicable and within their scope of authority.

Procedure:

1. The use of this dispute resolution procedure shall not prejudice the future provision of appropriate services and/or supports to the individual in need of, or receiving services.
2. All people receiving services, applicants for services, parents of minors, guardians or Authorized Representative within their scope authority as appropriate, will be informed of Pikes Peak Respite Services's dispute resolution procedure

both verbally and in writing in English or native language. This will occur at the time of application for services, at the time the Service Plan (SP) is initially developed, anytime the SP is revised or when changes are considered, and each time the SP is renewed.

3. People receiving services, guardians or Authorized Representatives as appropriate and within the scope of their authority, will sign an acknowledgement indicating their receipt of this policy and procedure upon admission to services with the agency, annually thereafter when the Service Plan renews, and also anytime a change is considered or when the Service Plan is revised.
4. There are specific types of situations where a person receiving services, guardian, or Authorized Representative within their scope authority would file an agency dispute:
 - a) The Individual or Member is not eligible or found to be no longer eligible for services or supports
 - b) Services or supports are to be terminated
 - c) Services in the Person-Centered Support Plan are to be changed or reduced, or denied
5. The intended action(s) will not occur until after reasonable notice has been provided to the person their guardian or Authorized Representative within their scope authority along with an opportunity to utilize the resolution process except in emergency situations as determined by the Department. Notice of the proposed action shall be provided to the person receiving services/guardian at least 15 days prior to the date of action.
6. No person, their guardian, or Authorized Representative within their scope authority shall be coerced, intimidated, threatened or retaliated against because that person has exercised their right to file a complaint or has participated in the dispute resolution process.
7. The following processes will be used if the person receiving services their guardian or Authorized Representative within their scope authority is dissatisfied with the decision or action of Pikes Peak Respite Services
 - a. Informal Negotiation
 - i. Pikes Peak Respite Services shall provide an opportunity for resolution through an informal negotiation, which may be waived by mutual consent.
 - ii. Mediation could be considered as one means to informal negotiation if both parties voluntarily agree to this process.
 - iii. A meeting of all parties shall be scheduled within 15 days of the receipt of the complaint.
 - iv. If informal negotiation has been attempted or waived the provisions listed below shall be initiated as Formal Negotiation
 - b. At a minimum, Formal Negotiation will afford due process by providing:
 - i. An opportunity to present information and evidence to an impartial decision maker. The impartial decision maker may be the director of Pikes Peak Respite Services taking the action or their designee. The impartial decision maker shall not have been directly involved in the specific decision at issue.
 - ii. Notification of the meeting at least 10 days prior to the meeting unless waived by the objecting parties

- iii. Representation by council, Authorized Representative within their scope authority or another individual if the objecting party desires
- iv. The opportunity to respond to questions, or to question the opposing position
- v. Recording of the proceeding by electronic device or reporter
- vi. Written decision within 15 days of the meeting including the reason(s) the decision was made
- vii. Notification that if the dispute is not resolved, the objecting party may request that the Executive Director of the Department or a designee review the decision as outlined below Review by the Department of Health Care Policy and Financing.
- viii. Notification to the Department by Pikes Peak Respite Services of all dispute proceedings according to section 8.605.2H and the determination made during those proceedings.

c. Review by the Department of Health Care Policy and Financing

- i. A request to the Executive Director of the Department to review the outcome of the dispute resolution process shall be submitted to the Department within 15 working days from which the written decision was postmarked.
- ii. The request for review shall also contain a statement of the matters in dispute and all information or evidence which is deemed relevant for a thorough review of the matter.
- iii. Pikes Peak Respite Services or other party shall be afforded the opportunity to respond within fifteen (15) working days.
- iv. The Executive Director of the Department or designee has the right to request additional information or may request an oral argument or a hearing, if deemed necessary by the executive director or designee to render a decision.
- v. The Executive Director of the Department or designee shall provide a review of the dispute and shall render a decision within 10 working days of the submission of all relevant information.
- vi. The decision of the Executive Director of the Department shall constitute final agency action on the dispute.

8. Pikes Peak Respite Services will keep a written record of all proceedings.

9. No person receiving services will be terminated from services or supports during the resolution process unless the Department determines an emergency situation, as meeting the criteria of Section 8.7000.A.4 Emergency Proceedings, outlined below

- a. The Department retains the authority to enter emergency orders, when necessary, to preserve the health, safety or welfare of people receiving services and the public, including but not limited to situations that are:
 - i. Are ongoing or likely to recur if not promptly corrected or otherwise resolved and, likely to result in serious harm to the individual or others
 - ii. Arise out of a service provider's discontinuance of operation generally, or discontinuance of services

to a particular individual because the service agency is unable to ensure that person's safety or the safety of others.

- b. The party requesting the Department to enter an emergency order shall submit all relevant documentation to the Department to which the opposing party shall have the opportunity to respond.
- c. The Department may request additional information as needed and shall determine the timeframes for the submission.
- d. In addition to ruling on the request for emergency order, the Department may review the substantive issues involved in the dispute and determine the required course of action.

10. There are several avenues outside of Pikes Peak Respite Services that are available to people receiving services and/or their guardians or Authorized Representative within their scope authority to assist in initiating a dispute.

Some resources include:

- a. The ARC of Colorado (303) 864-9334
- b. Disability Law Colorado (303) 722-0300
- c. Colorado Legal Services (303) 837-1313
- d. Advocacy Denver (303) 831-7733

Reference: 10 C.C.R. 2505-10 Section 8.7000.A.4
10 C.C.R. 2505-10 Section 8.7001. B
10 C.C.R. 2505-10 Section 8.7202.S
Section 25.5-10-212 C.R.S.
Home and Community Based Services Settings Final Rule

Form: Annual Acknowledgement
Dispute Resolution Process handout