

# PARTICIPANT HANDBOOK



Michigan City Office  
4315 E. Michigan Blvd.  
Michigan City, IN 46360  
Telephone: 219-874-4288  
Fax: 219-874-2689

La Porte Office  
2354 N US Hwy 35  
La Porte, IN 46350  
Telephone: 219-324-0656  
Fax: 219-324-5241

Hobart Office  
2395 West Old Ridge Road  
Hobart, IN 46342  
Telephone: 219-202-2002  
Fax: 219-940-9346

Highland Office  
9600 Kennedy Ave.  
Highland, IN 46322  
Telephone: 219-200-2555  
Fax: 219-595-5577

Email: [paladin@paladin.care](mailto:paladin@paladin.care)

[www.Paladin.care](http://www.Paladin.care)

A Large Print Version is available upon request.



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## **MISSION**

Advocate for persons with disabilities to ensure a meaningful life.

Paladin provides Vocational, Developmental, Residential support and Advocacy services, primarily in LaPorte County and surrounding areas, for people with disabilities, the elderly, and/or those with other vocational disadvantages for the purpose of enhancing their ability to reach their individual potential. We believe our individuals served should have and enjoy:

- Family, Home, and Health
- Security and Safety
- Opportunity
- Goals
- A Growth and Spirit
- A Future

## **INTRODUCTION**

Paladin Inc. is a not-for-profit rehabilitation agency developed for the purpose of serving you, the consumer, in helping you to help yourself benefit from services provided by the agency and in the community. You are expected to cooperate and participate in your individual rehabilitation plan, and receive the necessary assistance from staff to achieve your goals and assist with problem solving. This handbook is designed to provide information to you and caregivers regarding participation in Paladin Inc.'s services.

## **REASONABLE ACCOMMODATIONS**

In accordance with Section 501 of the Rehabilitation Act and the Americans with Disabilities act, reasonable accommodations will be made for services, jobs and environment for persons with disabilities.

## **NON-DISCRIMINATION POLICY STATEMENT**

Paladin Inc. is committed to providing an environment that is free from unlawful discrimination, including harassment that is based on any legally protected status. Paladin Inc. will not tolerate any form of harassment that violates this policy. This policy forbids any unwelcome conduct that is based on an individual's age, race, color, religion, sex, national origin, ancestry, marital status, sexual-orientation, veteran status, physical or mental disability, legally protected medical condition or association with anyone who has, or is perceived to have, any protected characteristic, or any other basis protected by state, federal or local law.

## **GENERAL ADMISSIONS**

Individuals seeking entry into Paladin Inc.'s services must:

1. Be at least 16 years of age for Day Services OR
2. Be at least 18 years of age for Residential and Group Home Services
3. Have a certified disabling condition
4. Have a documented vocational disadvantage
5. Have a need to benefit from Adult Day Services
6. Not be a danger to themselves or others



7. Complete the necessary paperwork
8. Negative TB Test or Chest X-ray
9. Must be willing and able to accept programming
10. Not have any major permanent impairment which demands 24 hour nursing care

Inquiries and referrals are handled by the Social Service Coordinator who handles intake. These individuals coordinate services with appropriate state agencies and funding sources to obtain beneficial services and participant sponsorship for Paladin services. He/she will provide a tour and explanation of agency services to potential consumers and their caregivers.

Sponsoring agencies may pay for a variety of diagnostic tests (physical, psychological, developmental assessment, therapeutic) to provide further information that will assist in the rehabilitation process. If you are accepted for services, you will receive a start letter; If you are denied for services you will receive a letter with the reason for denial and recommendations for further services.

Depending on eligibility requirements and rehabilitation needs, fees for services are most commonly paid for by the Indiana Family and Social Services Administration-Division of Disability, Aging and Rehabilitation Services, Medicaid, residential program, or LaPorte County United Way.

## **PARTICIPANT STATUS**

- **Active-** attends full-time (30 hours a week); part-time as outlined in an individual program plan or 24 hours Residential Supports
- **Inactive-**The Participant is no longer participating in services.
- **Leave of Absence-**A medical request for a leave of absence from Day Services may be granted up to 90 days if requested by a physician or psychiatrist.
- **Interruption of Services-**Occasionally, in Day Services a Participant may have their services interrupted due to behavioral problems; this is a temporary break in services until the appropriate interdisciplinary team members and/or community agency representatives can meet in a case conference to resolve the presenting problems. The available team member will meet within five days of interruption.
- **Maintenance List-**Due to the large number of Participants served by Paladin and the need to maintain adequate participant/staff ratios and available fiscal resources, it may be necessary to place participants on a maintenance list. Should this occur, participant will be accepted on a first come, first serve basis.

## **SERVICES AVAILABLE TO PARTICIPANT**

Paladin Inc. provides the following services:

- Employment Services
  - job development
  - job coaching
  - follow-along
- Curriculum Based Training
- Transportation
- School to Work Services



- Respite/Participant Assistant Care (PAC)
- Adult Day Services
- Wellness Coordination
- Information and Referral
- Skills Training
  - Computer Literacy
- Habilitation Training
  - Sensory motor ADL (Adult Daily Living) skills training
- Community Integration
- Structured Family Caregiving
- Residential Services
- Group Home Services
  - 24 hour Supervised Group Living (SGL)

### **CASE MANAGEMENT**

Each participant participating in Paladin services shall develop a Person-Centered Individualized Support Plan (PCISP) in conjunction with their assigned Program Manager and caregiver, where appropriate. The case manager assists you with problem solving and in obtaining the agency and community services needed. Each participant participating in Day Services is also assigned a DSP (Direct Support Professional) who assists in developing good work, daily living skills, behaviors, and helps participants to learn the jobs available in the prevocational program. Your Program Manager and DSP will work with you to assist you in receiving the most beneficial programs offered by the agency.

Progress will be reviewed with you periodically, and you will be expected to participate in an annual case conference to discuss future goals and whether you are ready for a job in the community. Your input and cooperation is important in accomplishing your program plan.

When a participant begins services at Paladin, the Social Service Coordinator tries to assign supervisors (direct care and Program Manager) that fit the participant's individual learning style. Requests to change supervisors may be made, usually at quarterly or annual case conferences; and every effort will be made to accommodate any reasonable requests. Such requests are reviewed on an individual basis, keeping in mind the need to maintain required staffing patterns and ratios.

### **CONFIDENTIALITY AND PRIVACY**

Confidentiality of your records is maintained and we take your privacy very seriously. You will be required to sign a specific "Release of Information Form" for any information Paladin may want from an outside agency or any information an outside agency may request from Paladin. However, information is shared with the sponsoring agency that pays for your services as required and appropriate.

### **PAGING/LEAVING EARLY/ARRIVING LATE**

There may be times that Paladin will page you from your area to the front office, computer lab, art or other area to visit caregivers, counselors, etc. You will also be asked to sign in/out in the front lobby if you are arriving late or leaving early. This is being requested for health and safety



reasons. If you have questions or concerns about these procedures, please talk with your Program Manager.

### **FILE ACCESS**

Each individual served and his/her guardian has the right to inspect and obtain photocopies of records only pertaining to the individual upon written request. You must give an advance 48 hours' notice for written requests.

You may have access to your own records at any time, by requesting the desired document(s) from your Program Manager. If file information is to be sent to outside individuals or agencies, the standard "Consent to Release" form is required.

### **WAGE GARNISHMENTS**

You are responsible for managing your personal financial commitments to avoid the inconvenience of wage garnishments. If a situation arises in which a wage garnishment is ordered by an official state, local or federal agency, Paladin will honor and fulfill all garnishment orders as required by law.

### **INFORMED CONSENT**

It is Paladin's policy to utilize least restrictive measures in **all** cases. If, however, restrictions are required for your safety or your peers, these restrictions will be explained and discussed in understandable terms with you and/or guardian/caregiver. Occasionally, such measures may be required to ensure progress on program plan objectives or for involvement in special activities. Examples might include behavior modification techniques and the processing of photo releases. In these instances, the same measures of informed consent will be utilized. Staff will be educated about this concept during their initial orientation sessions, and subsequent questions may be directed to your Program Manager.

### **HEALTH POLICIES**

You must have completed a general medical examination and a TB test upon entry into agency services. You, or your caregiver, are responsible to keep your Program Manager informed of changes in your medical condition.

If you are absent from Day Program due to an accident, injury or illness for three (3) consecutive days or more, you must return to work with a doctor's release. A release is also required following any mental health hospitalization. The release to return to work is to be given to your Case Manager.

When you bring medications to work you are only to bring daily dosages of what is needed to be taken during hours here. Medications are to be maintained in a prescription bottle or packet with your name clearly marked on it. If you require medications to be administered to you, you must have the necessary forms completed by a physician and follow the agency policy on medication administration.

Periodically, it may be necessary to send a Participant home due to a communicable disease or health condition that develops (e.g. scabies, lice, MRSA, bed bugs etc.). Should this occur, the Participant(s) sent home will be required to bring in a doctor's release or proof of treatment, as in



the case of bed bug infestation. Individuals that may develop or have a serious communicable disease, which may “endanger the safety of others”, will need to have their placement in services reviewed to determine one’s capacity to manage him or herself in a safe and protective manner.

Paladin is committed to implementing preventative measures to avoid infestation issues. All issues of infestation will be treated immediately. For most infestations such as mice, cockroaches, and bed bugs an exterminator will be contacted to treat the location. Treatments will vary on infestation type and exterminator preference. If the infestation occurs in one of our Residential homes, the Participants may be re-located and if the infestation occurs in one of our Day Services facility, the facility may be temporarily closed until it is safe to return.

In the event equipment or furnishings have been infested, Paladin will take the necessary steps to prevent other items from being infested.

## **EMERGENCY PROCEDURES**

You may require emergency services due to an accident, injury or illness and may need to be transported to emergency medical facilities. In such circumstances, your caregiver shall be contacted immediately to meet the staff accompanying you to such facility as soon as possible. If necessary, 911 will be called to expedite the emergency situation.

## **DAY PROGRAM OPERATING POLICIES**



### **DAY PROGRAM HOURS**

Unless otherwise informed, your working hours are 8:00 a.m. until 3:00 p.m., Monday through Friday. Working hours and days may vary if assigned to community assignments. Lunch period is a half-hour and a 15-minute break is also available. However, specific times for lunch and break are scheduled by each program area.

### **ABSENCES**

If it is necessary for you to be absent from Day Services, you are to call in to your Program Manager by 7:30 a.m. As much advance notice of your absence as possible is necessary if you ride Paladin transportation system.

### **RIDER CALL OFF PROCEDURE**

If you will not need your ride, please call or email as soon as you are able. Please call Transportation at 219-326-7889 and leave a message or email [lptransportation@paladin.care](mailto:lptransportation@paladin.care). If absences become excessive, Transportation will revoke services. An initial warning letter will be made available to the Program Manager, Case Manager and parents/guardians/caregivers. If absenteeism continues, Paladin Transportation will move to terminate service by providing the mandatory sixty (60) day notice of termination. Paladin Transportation defines excessive absences as ten (10) or more missed trips in a three (3) month period. Scheduled vacation time and documented illness will not count toward the absentee total.

### **MEALS**

You are responsible for bringing a snack for your break, a sack lunch and utensils.





## **CHANGE OF ADDRESS**

You are to notify your Program Manager of any changes of address or telephone numbers.

## **DAY PROGRAM DRESS CODE**

You are expected to maintain appropriate dress while at Paladin Inc. Community Employment participants must also follow this policy while attending Paladin. Safety always comes before fashion. No dangling earrings, necklaces or chains, high heels, or open-toe shoes of any kind are to be worn in “designated” areas due to safety concerns. Short shorts/skirts/dresses (no more than three inches above the knee), or other “scanty” summer attire, clothing depicting drugs, alcohol, violence or sexual content is not appropriate at Paladin. We ask that your clothing be neat and clean. Offensive tattoos must be completely covered. “Holey” jeans/shorts are not appropriate in service environment.

If your supervisor determines that you are in violation of proper dress, you may be asked to turn offensive graphic clothing inside out or you may be sent home. You will be reminded not to wear the inappropriate attire again. If an item is considered a safety hazard, you will be removed from the area. This is not an all-inclusive list and your case manager or employment training specialist reserves the right to determine appropriateness.

## **PHONE CALLS**

You may make emergency or business related phone calls during breaks or lunch times by asking your Program Manager for permission. The phone lines at Paladin are used for agency business and cannot be tied up for personal use. Cell phone use is not permitted during service hours at Paladin facilities.

## **VISITORS**

On occasion, it is necessary for a visitor to meet with you at the facility. Visitors will be required to sign in and a meeting area will need to be arranged by your Program Managers.

## **SCHEDULED DAY PROGRAM HOLIDAYS**

Paladin Inc. is closed for the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving (Thursday and Friday) Christmas Eve, and Christmas Day

If the holiday falls on a Saturday, it will be observed on Friday. If it falls on Sunday, it will be observed on Monday. For any changes to the holiday policy or other agency closings, not due to hazardous weather conditions, a written notice will be given.

## **PARTICIPANT GRIEVANCE PROCEDURE**

Each Participant served has the right to voice any grievances with respect to treatment or care that is without discrimination. Paladin will make prompt efforts to resolve. Each participant has a right to seek redress for instances of abuse, neglect or violation of rights.

If you have a complaint or grievance about Paladin Inc, a specific grievance procedure is available to you in writing (and such grievance procedure will be communicated to you in your usual mode of communication as necessary to ensure your full understanding of the procedure). Please see a Program Manager, or a Manager of Employment Services for a Complaint (grievance) form. All



grievances should be on this form (but is not required) to your Program Manager within two (2) working days of the incident. If you need help in writing the grievance, your Program Manager can provide assistance. However, if the grievance is against your Program Manager, then another Program Manager can assist you. If the grievance cannot be resolved between your Program Manager and you within two (2) working days, he/she will present the grievance to the Program Director. The Program Director will have two (2) working days to resolve the problem. If there is no resolution, the grievance shall be presented to the President/CEO or his/her designee, who will have three (3) working days to resolve the issue. All grievances will be responded to in writing immediately upon final review. Paladin assures the participant that there will be no retaliation based upon the filing of a grievance.

If an agreement is not reached, a joint conference with the President/CEO and the Chairperson of the Executive Committee of the Board of Directors will be held within one (1) week of presentation. If this group does not reach a satisfactory agreement within three (3) working days, the final action lies with the Board of Directors to hear the grievance at the next regularly scheduled board meeting.

You as a participant have the right to representation by an attorney or advocate if so desired. Expenses will be your responsibility. The Indiana Protection and Advocacy Services is a resource for legal advice or advocates.

In addition to the internal grievance procedure regarding issues that occur with Paladin Inc., participants eligible for services under Indiana Family and Social Services Administration Division of Disability, Aging and Rehabilitative Services and the Department of Education also have an appeal procedure available to them. Your Program Manager will provide information, as needed, regarding appeals and may assist with the process.

## **AGENCY RULES**

The large number of participants in the agency necessitates the implementation of certain rules. It is expected of all participants that they conduct themselves in a responsible adult manner while in the facility and that they follow quality production and safety standards. Disciplinary actions for violation of rules may result in a verbal warning, suspension, interruption of services or permanent dismissal from the agency. The following are the agency rules:

All facilities/grounds, owned, leased/operated by Paladin, and all company-owned or company-leased vehicles are designated as smoke-free areas. The use of tobacco is prohibited on company property at all times, including entryways to the buildings and parking lots.

1. Maintain good attendance and punctuality. Participants are expected to come to work daily and report to work stations on time.
2. Must follow directions of supervisors and other persons in authority.
3. Must maintain responsible behaviors so as not to be dangerous to self, other persons or property.

Examples of improper behaviors include:

- a. Theft or willful destruction of agency or other people's property or belongings.
  - i. Depending on the severity of the property damage, Paladin may seek reimbursement for item(s) that have been damaged due to a participants



- behavior. Approval for reimbursement will be greed upon by the participant's support team.
- b. Fighting with other staff or peers.
  - c. Refusal to follow safety regulations.
  - d. Possession, drinking or being under the influence of liquor, intoxicants or drugs on agency property.
  - e. Carrying a knife or other dangerous weapon or instrument during working hours.
4. Any toys, magazines, and wrestling memorabilia are prohibited.
  5. Do not share food or beverages with peers.

## **WORKPLACE VIOLENCE POLICY**

**Purpose:** To set forth the company policy on workplace violence and its procedure for crisis intervention

**Policy:** It is the policy of Paladin to expressly prohibit any acts or threats of violence by any employee, former employee, contracted employee, volunteer (agent) or participant against any individual in or about Paladin, Inc. facilities or elsewhere at any time. Paladin, Inc. also will not condone any acts or threats of violence against its employees, participant, customers, volunteers (agents) or visitors by any individual on Paladin premises at any time or while they are engaged in business with or on behalf of Paladin on or off Paladin premises.

To support Paladin objective to provide a safe and healthful work environment, in accordance with Paladin, Inc. safety and health policy, Paladin, Inc. is committed to the following:

1. To take prompt remedial action, up to and including immediate termination of employment, volunteer (agent) or service against any employee, contracted employee, volunteer (agent) or participant who engages in any threatening behavior or acts of violence or who uses any obscene, abusive, or threatening language or gestures.
2. To take appropriate action against customers, former employees or visitors to the company's facilities who engage in such behavior. Such action may include notifying the police or other law enforcement personnel and prosecuting violators of this policy to the maximum extent of the law.
3. To prohibit employees, former employees, contracted employees, volunteers (agents) participants and visitors from bringing unauthorized firearms or other weapons onto Paladin premises which includes the agency parking lot as allowed by law.

To establish practical security measures to ensure that Paladin facilities are safe and secure to the maximum extent possible and to deal properly with access to company facilities by the public, off-duty employees, participants, contracted employees, volunteers (agents) and former employees.

## **ASSISTANCE PROGRAM**

In support of this program, any current employee or participant who displays a tendency to engage in violent, abusive, or threatening behavior or who otherwise engages in behavior that Paladin, in its sole discretion, deems offensive or inappropriate, will be referred to appropriate counseling or other appropriate treatment. Such employees or participants will also be subject to disciplinary action, up to and including discharge. Contracted employees will be terminated immediately and



the employment service will be notified immediately of the offense. Volunteers (agents) will be removed from those activities.

## **SAFETY**

It is important that the following safety rules be followed while at Day Program:

1. No running anywhere inside the agency.
2. Do not lift heavy objects without help from someone.
3. Report any dangerous conditions to your supervisor.
4. Know where the first-aid stations are located.
5. If you are injured or feel ill, inform you supervisor immediately
6. You will receive training on how to evacuate the building from your assigned program for fire and disaster drills.
7. You are expected to do your share of clean-up and housekeeping of the work area and lunch area.
8. Electronic devices will not be allowed unless it is part of a formal behavior plan.

## **WORKERS' COMPENSATION**

In the event of a *work-related* accident or injury, medical coverage may be filed through workers' compensation insurance for participants in the work services department, providing the participant reports the medical condition to their supervisor immediately. If we are notified the following day, there is no way to verify with certainty that the incident occurred on the agency premises and it may result in denial of a claim of injury/illness.

You can help prevent accidents and injuries

- by wearing proper shoes (no high heels, open toes or sandals);
- by NOT wearing loose clothing or jewelry around machinery or the conveyor belt;
- by tying back long hair and
- by wearing safety goggles, face masks or other protective items when required.

## **TRANSPORTATION/AGENCY CLOSINGS**

Transportation providers may occasionally cancel transportation to/from Paladin due to hazardous weather conditions or vehicle breakdowns. Listen to local radio stations for closing announcements. These may include: WNDU Channel 16, WEFM, The Eagle/WLOI/WCOE, Indiana 105. Closings are also posted on Paladin's Facebook page.

In order to receive transportation in Lake County, participants must utilize transportation a minimum of four days per week.



## **PALADIN RIDER CODE OF CONDUCT POLICY**

Paladin is concerned about the security and safety of its passengers and drivers. We believe that our transportation services should be safely maintained for the benefit of all riders, including consenting adults, vulnerable individuals, and families. As such, a standard of conduct is expected from all riders, and anyone exhibiting inappropriate behavior may lose the privilege of using our service.

### **DEFINITIONS**

**Violence.** Physical force employed to violate, damage, abuse, injure, or strike in any manner.

**Threat.** An expression or action showing intent to inflict harm. This can include signs or warnings of violence or the announcement of violence as a possibility.

**Inappropriate Behavior.** Any conduct that does not demonstrate respect for the safety and welfare of the rider(s) and/or driver(s). Inappropriate behavior is defined to include any physical touching that goes beyond hand holding and/or brief kissing between consenting adults.

### **Examples of minor violations:**

- Profanity and/or offensive language
- Talking too loudly
- Trying to distract driver's attention
- Pushing and jostling when getting on or off the vehicle
- Loud music
- Eating or drinking on the vehicle
- Discourteous treatment of passengers or drivers

### **Examples of major violations:**

- Physical violence, intimidation, and/or harassment toward another passenger or driver
- Participation in any illegal activity
- Possession of a weapon
- Sexual touch or inappropriate sexual comments
- Damaging the vehicle
- Using threatening language
- Throwing objects inside of the vehicle or out the window
- Spitting
- Intoxication
- Failure to follow reasonable directions from the driver

### **CONSEQUENCES**

All violations will be documented by the driver and turned in to the Transportation Manager immediately.

**First Offense** – A verbal warning will be given by the driver to correct the behavior.

**Second Offense** – The Manager reserves the right to terminate a rider's privilege in utilizing our transportation service, especially in cases of multiple violations.



## **MISCELLANEOUS INFORMATION**

### **MISSING ITEMS**

The agency is not responsible for lost or stolen items. If you have lost an item, please check with the front office to see if items have been turned in.

### **PARTICIPANT/MANAGEMENT MEETINGS**

Periodic meetings will be held between management staff and participants throughout the year. Meetings may occur in a large group and/or with consumer representatives. We meet to inform consumers about aspects of program operations and plans which bear upon their wages or welfare and to receive suggestions from persons served and to answer their questions.

### **TRANSITION MEETINGS – A & D Waivers**

During a transition meeting for A&D Waivers, the Case Manager will complete a transition checklist that will include the documents that need to be transferred, how the documents are to be delivered and the date the provider is scheduled to receive the documents. (455 IAC 2-8-2)

## **NOTICE OF TERMINATION OF SERVICES**

### **Non-Attendance**

A participant's failure to attend Day Program per contractual agreement will be considered as notification of intent to terminate services. The participant and her/his caregiver will be notified that Paladin has initiated the IAC mandated sixty (60) day notice of termination of services. Paladin will participate in all required due process.

Depending on funding source requirements the termination process may vary and it is possible that a participant may have his/her services interrupted while behavioral or health issues are being addressed.

### **NOTICE OF TERMINATION OF SERVICES (Other Reasons)**

Paladin follows the Indiana Administration Code (IAC) when considering termination of services. (460 IAC (6-9-7)

1. Paladin staff will participate in the development of a new or updated PCISP prior to terminating services.
2. Paladin will continue to provide services to the participant until a new provider providing similar services is in place.

Depending on funding source requirements termination process may vary and it is possible that a participant may have his/her services interrupted while behavioral or health issues are being addressed.

## **STAFF TRAINING**

Staff receives training pertinent to their respective positions as well as credentials for state required qualifications and these training activities are documented in their "training" file. Paladin staff members meet the training requirements of applicable policies and codes and other required funding sources. Participants receive "Individual Staff Survey Forms" at their annual case conference for the purpose of rating staff members. All direct service staff receive detailed training in areas, such as Abuse & Neglect, Respect & Dignity, Medication Dispensing, Understanding Disabilities, CPR and First Aid, Crisis Prevention Intervention (CPI), Universal



Precaution, and Person-Centered Individualized Support Plan (PCISP). Other training as needed will occur, such as but not limited to behavioral training on a participant's Behavior Support Plan. The initial behavior support plan training will be conducted by the participant's Behaviorist before they can start services. This training will be giving to all staff that will be working with the participant including their Case Manager. Paladin would prefer to have a video recording of the behavior training; it would suffice to have a signed document from the behaviorist listing the Paladin staff that could train on the behavior plan in his/her place including the competency quiz. Once Paladin staff has completed this quiz, it will be sent to the behaviorist along with the training sign in sheet for review and documentation.

## **STAFF QUALIFICATIONS**

Paladin job descriptions reflect qualifications and are revised as necessary. Job Descriptions for each staff position are available upon written request to the Human Resources Department. Paladin looks at many qualities for direct services staff. Basic qualifications may include, but are not limited to, high school diploma or GED, one to two year's work experience in social services, special education, or nurse's aide training, and working with persons with disabilities, however, we will consider training the right individual. In addition qualifications are stipulated by Indiana Administrative Code.

## **CONFLICT OF INTEREST STATEMENT**

Conflict of Interest is defined by 460 IAC as a situation in which an owner, director, contractor, subcontractor, agent, employee, or officer of the provider, or a family member of any of these individuals has a private financial interest, such as affiliation through employment or contract with an organization that does business with the provider. If there is a conflict of interest, this should be disclosed immediately.

Without prior authorization, an employee may not profit privately through the operation of a competitive pro-active, business, or consultation arrangement within the Paladin, Inc. industrial and/or participant service area. An employee will not accept benefits in any form from any vendor or customer of Paladin, Inc., except as a minor incidental, not to exceed \$50 on an annual basis. Cash gifts cannot be accepted in any amount.

An employee will not acquire an interest in an organization which would distract or conflict with our company's best interest and an employee will not trade with such entity without the approval of the President/CEO after demonstrating that said entity is providing desired items at the lowest obtainable price. An employee will communicate in writing immediately upon occurrence, to the President/CEO any discussion or action which has been, or could be construed to be, an issue of conflict.

Under no circumstances should an employee accept a gift from a participant unless that gift has no monetary value whatsoever and the staff member has received approval by the department manager or President/CEO to accept the gift. Under no circumstances should an employee sell any items to a participant (See 460 IAC 6-14-6 code). Please talk with your immediate supervisor or an officer if you have questions regarding Conflict of Interest.

## **PARTICIPANTS RIGHTS**

Paladin promotes participant rights as listed below:



“Confidentiality of information, privacy, freedom from abuse, financial or other exploitation, retaliation, humiliation, neglect. Access to information pertinent to the participant in sufficient time to facilitate his or her decision making, informed consent or refusal or expression, of choice regarding: service delivery, release of information, concurrent services, composition of the service delivery team, involvement in research projects, access or referral to legal entities for appropriate representation, access to self-help and advocacy support services, adherence to research guidelines and ethics when participants are involved, investigation and resolution of alleged infringement of rights, other legal rights.”

## **NOTICE OF PARENT/PARTICIPANTS RIGHTS AND APPEALS PROCEDURES**

Paladin, Inc. insures that participants served and/or their parents are guaranteed due process safeguards in obtaining appropriate rehabilitation services. These safeguards shall include:

Permission for program placement. Change of program placement or termination of placement occurs at a case conference at which the participant/parent will sign the Case Conference Summary Report to signify their presence during the discussion and development of the PCISP. Written consent for program placement or recommended action will be requested from participants/parents.

If participant/parent disagrees with the recommended PCISP, or parts of it, the participant/parent may submit a written request for a meeting with the appropriate Program Manager. At that point, the participant grievance procedure is in effect and is to be followed to resolve the issue(s).

Participant/parents shall have the right to obtain alternative assessment opportunities/sources if they so choose, or are in disagreement with agency-conducted or agency-obtained evaluations. The cost of the independent evaluation shall be borne by the participant/parent. If you wish to receive additional information, contact us at Paladin, Michigan City Office 219.874.4288 or LaPorte Office 219.324.0656 between the hours of 8:00 a.m. and 4:00 p.m. daily.

The participant/parent has the right to receive information, on request, of organizations and agencies to contact for assistance with evaluation, placement or service delivery questions.

Participants/parents/guardians have the right to inspect and review records pertaining to them which are collected, maintained or used by Paladin, Inc. Participants over the age of 18 who have not been adjudicated incompetent by a court of law shall maintain all confidentiality rights on their own.

The participant/parent has the right to representation on their behalf by an individual, advocate or legal resources of their choice at their own expense.

The participant/parent has the right to appeal to and/or enlist the assistance of the state agency sponsoring the fees for services of the participant.

## **FINAL NOTE**

This is your agency. We are here for the purpose of serving you. We are here to assist you in fostering your personal, social educational and vocational growth. If at any time, you have questions or concerns or do not understand the goals and objectives of your individual rehabilitation plan, feel free to ask your supervisors.





We encourage you to get to know your case manager that meets on a quarterly basis with the management staff to provide input into services and concerns participants may have. Your input and assistance is welcome.

## **NOTICE OF HIPAA PRIVACY RIGHTS/PRACTICES**

**THIS NOTICE DESCRIBES HOW YOUR MEDICAL INFORMATION MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE READ IT CAREFULLY. FOR A COPY OF A MORE DETAILED VERSION, PLEASE CONTACT HUMAN RESOURCES OR CORPORATE COMPLIANCE.**

This notice is provided to you pursuant to the Health Insurance Portability and Accessibility Act of 1996 and its implementation regulations (“HIPAA”). It is designed to tell you how we may, under federal law, use or disclose your child’s Protected Health Information (PHI) as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH”).

### **I. Your Rights.**

You have the right to request a restriction or limitation on your protected health information that we use or disclose for treatment, payment or health care operations. You also have the right to request a limit on your protected health information that we disclose to someone who is involved in your care or the payment for your care, like a family member or friend.

To request restrictions, you must make your request in writing to the Human Resources Department or the Vice President of Participant Services. In your request, you must tell us (1) what information you want to limit; (2) whether you want to limit our use, disclosure, or both; and (3) to whom you want the limits to apply—for example, disclosures to your spouse.

You have the right to request an “accounting” of certain disclosures of your protected health information. The accounting will include (1) disclosures for purposes of treatment, payment, or health care operations; (2) disclosures made to you; (3) disclosures made pursuant to your authorization; (4) disclosures made to friends or family in your presence or because of an emergency; (5) disclosures for national security purposes; and (6) disclosures incidental to otherwise permissible disclosures.

To request this list or accounting of disclosures, you must submit your request in writing to the Vice President of Participant Services. Your request must state a time period of no longer than six years prior to the date you ask for the accounting

You have the right to be notified in the event that we (or a Business Associate) discover a breach of unsecured protected health information. Notice of a breach will be provided to you within 60 days of the breach being identified.

You have the right to a paper copy of this notice. You may ask the Human Resource Department or the Vice President of Participant Services to give you a copy of this notice at any time. Even if you have agreed to receive this notice electronically, you are still entitled to a paper copy of this notice.

### **II. We may use or disclose your health information for purposes of treatment, payment or healthcare operations without obtaining your prior authorization and here is example.**



We may provide your health information to other health care professionals, including doctors, nurses and technicians, for purposes of providing you with care.

We may use or disclose your PHI to determine your eligibility for Plan benefits, to facilitate payment for the treatment and services you receive from health care providers, to determine benefit responsibility under the Plan, or to coordinate Plan coverage.

**III. We may also use or disclose your health information under certain circumstances without your prior authorization.**

However, in general, we will attempt to ensure that you have been made aware of the use or disclosure of your health information prior to providing it to another person. Some instances where we may need to disclose information include but are not limited to:

As required by law.

For Health Oversight Activities. We may use or disclose your health information to health oversight agencies during the course of audits, investigations, certification and other proceedings.

In response to Civil Subpoenas or for Judicial Administrative Proceeding. We may use or disclose your health information, as directed, in the course of any civil administrative or judicial proceeding.

To Law Enforcement Personnel. We may use or disclose your health information to a law enforcement official to comply with a court order or grand jury subpoena and other law enforcement purposes.

For purposes of Organ Donation. If you are an organ donor, we may use or disclose your health information for purposes of communicating to organizations involved in procuring, banking or transplanting organs and tissues.

For all other circumstances, we may only use or disclose your health information after you have signed an authorization. If you authorize us to use or disclose your health information for another purpose, you may revoke your authorization in writing any time.

To Plan Sponsors: For the purpose of administering the plan, we may disclose to certain employees of the Employer protected health information. However, those employees will only use or disclose that information only as necessary to perform plan administration functions or as otherwise required by HIPAA, unless you have authorized further disclosures. Your protected health information cannot be used for employment purposes without your specific authorization.

If you believe that your privacy rights have been violated, you may file a complaint with the Plan or with the Office for Civil Rights. To file a complaint with the Plan, Human Resources Department or the Vice President of Participant Services, all complaints must be submitted in writing. A complaint to the Office of Civil Rights should be sent to Region V - Chicago (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin) Celeste Davis, Regional Manager; Office for Civil Rights, U.S. Department of Health and Human Services, 233 N. Michigan Ave., Suite 240

Chicago, IL 60601 Voice Phone (800) 368-1019 FAX (312) 886-1807 TDD (800) 537-7697 or by visiting [www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/).



You will not be penalized, or in any other way retaliated against, for filing a complaint with the Office of Civil Right

REVISED 09/1999; 03/09/2005; 05/25/2005; 03/03/2007; 06/2007; 02/14/2008; 03/28/2008; 10/2008; 01/2010; 06/15/2010; 09/2013; 01/1/2014; 03/06/2014; 12/10/2014; 03/26/2015; 09/28/2015; 08/2016; 07/2017; 09/2017, 3/15/18, 8/24/18, 9/27/18.



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## HANDBOOK

The information in the Paladin, Inc. participant handbook has been reviewed with me and I have received a copy of the handbook. Paladin promotes participants rights as listed below: confidentiality of information, privacy, freedom from abuse, financial or other exploitation, retaliation, humiliation, and neglect. It also ensures access to information pertinent to the participant in sufficient time to facilitate his or her decision making, informed consent or refusal or expression of choice regarding service delivery, release of information, concurrent services, composition of the service delivery team, involvement in research projects, access or referral to legal entities for appropriate representation, access to self-help and advocacy support services, adherence to research guidelines and ethics when participants are involved in investigation and resolution of alleged infringement of rights and other legal rights.

**By signing I acknowledge that I have received a copy of the participant handbook at the time of intake.**

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SIGNATURE OF GUARDIAN/AVODICATE/PROVIDER

DATE:

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SIGNATURE OF PARTICIPANT

DATE:

**By signing I acknowledge that my Program Manager has reviewed the Participant Handbook with me.**

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SIGNATURE OF PARTICIPANT

DATE:

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SIGNATURE OF PROGRAM MANAGER

DATE