



## Community Employment Case Conference Summary

Annual    
  Quarterly    
  VR Quarterly    
  Other \_\_\_\_\_

<b>Participant Name</b>		<b>Date</b>	
<b>Prepared By</b>		<b>Location</b>	
<b>Members in Attendance</b>			
<i>Signature</i>	<i>Print</i>	<i>Title / Company</i>	

<b>VR Activities Review/Suggestions</b>



**Employment Activities Review/Suggestions**

Is the participant satisfied with the plan?       Yes       No

**If not, what changes will be made to meet outcome expectations?**

**Date of next meeting:** \_\_\_\_\_



**MEDICAID WAIVER PARTICIPANT SERVICES AGREEMENT**

This Participant Services Agreement ("Agreement") is between Paladin ("Provider") and \_\_\_\_\_ ("Purchaser") for the delivery of services to \_\_\_\_\_ ("Participant").

- 1. **Purpose.** This Agreement describes the understandings and arrangements as agreed upon between the Provider, Participant, Guardian and other team members. Individuals have a right to choose their services and to be informed of changes to their waiver budget.
- 2. **Services.** The Provider provides various services and activities designed to develop and maintain participant's functional skills and ensure meaningful opportunities are available either within the Provider's facility, Respite House, Participant's home or through community resources. The Provider agrees to provide the services as outlined in the attached services and budget worksheet. Notwithstanding the services selected on the attached budget worksheet, services provided by the Provider may at any time include other services generally applicable to the population the Provider serves; such services include, but are not limited to, instruction or services related to those listed.

**Add** the following services:  
(Be specific, i.e. Art, Computer, Classroom)

- DHGM \_\_\_\_\_
- DHI \_\_\_\_\_
- DHGL \_\_\_\_\_
- DHGS \_\_\_\_\_
- Respite
- PAC
- Behavior Management
- Extended Services
- RHS
- Transportation

**Remove** the following services:  
(Be specific, i.e. Art, Computer, Classroom)

- DHGM \_\_\_\_\_
- DHI \_\_\_\_\_
- DHGL \_\_\_\_\_
- DHGS \_\_\_\_\_
- Respite
- PAC
- Behavior Management
- Extended Services
- RHS
- Transportation

Check this box if there is no change to services.

**NOTE** reason for the change(s): \_\_\_\_\_

**NOTE** how the proposed change(s) will impact the individual: \_\_\_\_\_

Anticipated date that changes will take effect: \_\_\_\_\_



Signed and agreed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

The signature of the Participant and/or authorized representative indicates he/she has read or has had read to them this Agreement and that the Agreement has been explained in full to him/her, and that the signature below is signed voluntarily.

Signatures also attest that the individual's rights have been discussed and that sufficient objective information has been provided to allow for informed decision making.

**PARTICIPANT:**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

**GUARDIAN:**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

If GUARDIAN consent has been obtained remotely, please choose method of communication:

Verbal by Telephone  Electronic Mail  Other: \_\_\_\_\_

**PALADIN REPRESENTATIVE**

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature

**OTHER TEAM MEMBERS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Program Manager Protocol:**

Complete this form for any changes to services and also at the Annual Case Conference.

1. Attach sign in and notes from ISP Team Meeting.
2. Obtain all necessary signatures on this agreement.
3. Attach signed agreement to the completed budget worksheet.



## BILL OF RIGHTS

It is policy of this agency that each person has a right to a dignified existence, self-determination, and access to persons and services in the community. Persons with any disability are entitled to the same rights and privileges as any other person or citizen. Paladin will protect and promote the rights of each resident, including each of the following rights:

### A. Exercise of Rights

1. Each resident has the right to exercise his/her rights as a resident of this agency and as a citizen or resident of the United States.
2. Each resident has the right to be free of interference, coercion, discrimination, or reprisal from this agency in exercising his/her rights.
3. In the case of a resident adjudged incompetent under the laws of a state by a court of competent jurisdiction, the rights of the resident are exercised by the person appointed under state law to act on the resident's behalf.

### B. Notice of Rights and Services

1. Paladin must inform each resident both in writing and orally in a language that the resident understands of his/her rights and all rules and regulations governing resident conduct and responsibilities during his/her stay in the facility. Such notification must be made prior to or upon admission and during the person's continued stay. Receipt of such information, and any amendments to it, must be acknowledged in writing.
2. Each resident and/or his/her guardian have the right to inspect and obtain photocopies of all records pertaining to the resident, upon written request and 48 hours' notice to Paladin.
3. Each resident has the right to be fully informed in language that he/she can understand of his/her total health status and programming needs.
4. Paladin must.
  - a. Inform each resident who is entitled to Medicaid benefits, in writing, at the time of admission to a Paladin home or apartment or when the resident becomes eligible for Medicaid (*if applicable*):
    - i. The items and services that are included in Paladin services under the state plan and for which the resident may not be charged;
    - ii. Those other items and services that Paladin offers and for which the resident may be charged, and the amount of charges for those services; and
    - iii. Inform each resident when changes are made to the items and services specified in above items 4, a, i, and ii of this section.
5. Paladin must inform each resident before, or at the time of admission, and periodically during the resident's stay, of services available in the facility and of charges for those services, including any changes for services not covered under Medicaid or Paladin's per diem rate.
6. Paladin must furnish a written description of legal rights which includes:
  - a. A description of the manner of protecting residents' personal funds (See Policies 300.5 and 300.5A.)
  - b. If a resident believes he/she has a legitimate complaint, Paladin's Resident's Grievance procedure should be followed.



7. Paladin must prominently display in its facilities written information, and provide to residents and potential residents oral and written information about how to apply for and use Medicare and Medicaid benefits, and how to receive refunds for previous payments covered by such benefits.

C. Free Choice

The resident and/or his/her guardian have the right to:

1. Choose a personal attending physician;
2. Be fully informed in advance and at least annually about care and treatment and of any changes in that care or treatment that may affect their well-being (i.e. behavioral, developmental, medical, program, etc.); and
3. Be involved and participate in making choices regarding their active treatment, program, and training needs.
4. Choose where they want to live and who they want to live with. Paladin shall offer guidance on the feasibility and sustainability of resident's choices as they relate to the resident's ability to pay and receive services.

D. Medical Condition and Treatment

Each person and/or guardian must:

1. Be fully informed on a regular basis by a physician of resident's health and medical condition unless the physician decides that informing the resident is medically contraindicated (physician and IDT documents this in resident's file).
2. Be given the opportunity to participate in planning resident's total care and medical treatment.
3. Be given the opportunity to refuse treatment.
4. Give informed, written consent before participating in investigative study.

E. Exercising Rights

Each resident and/or guardian must be:

1. Encouraged and assisted to exercise their rights as a resident of Paladin and as a citizen.
2. Allowed to submit recommendations or complaints concerning the policies and services of Paladin to staff or to outside representatives of the resident's choice or both, free from restraint, interference, coercion, discrimination or reprisal.
3. Allowed the right to refuse medical treatment, behavioral treatment, therapeutic or vocational evaluations, or other IHP recommendations; however, refusal of these treatments may jeopardize placement in the RHS program.
4. Allowed the right to refuse experimental research.
5. Allowed the right to formulate an advanced health care directive through use of appointment of health care representative, a living will, or the power of attorney.
6. Paladin will not discriminate against any resident on the basis of whether or not he/she has executed an advance directive.
7. See Policy #300.8 Advance Health Care Directives.

F. Religious Services

1. All residents shall have access to religious education and services within the local community, and participation in these programs is entirely voluntary. However, every effort will be made by the RHS staff to create an opportunity for and to encourage participation in religious services of choice.
2. When a resident is not able to benefit from a religious service or the service or education might be deemed somewhat detrimental to the participant program plan, the Executive Director would have primary responsibility in structuring the religious participation. This would be done with the approval of parent or guardian.



3. Each resident shall have full access at his/her cost to cultural, employment, social, recreational, and spiritual activities of choice. When needed, PALADIN shall help each resident with transportation arrangements to access these activities.

#### G. Financial Affairs

Each resident and/or guardian must be allowed to manage his/her personal financial affairs and will be informed on a regular basis of his/her financial status. If a resident requests assistance from the facility:

1. The request must be in writing
2. The facility must comply with the record keeping requirements of 483.20(a) (4) (HCFA regs)
3. Paladin will provide accurate records to the resident, or his/her guardian, detailing monies received and disbursed in his/her behalf.

#### H. Privacy and Confidentiality

Each resident must:

1. Be treated with consideration, respect, and full recognition of his dignity and individuality.
2. Be given privacy during treatment and care of personal needs. Personal privacy includes bathroom and bedroom accommodations, medical treatment, written and telephone communications, personal care, visits, and meetings of family and resident groups.
3. Give written consent before information from his/her records may be released to someone not otherwise authorized by law to receive it.
4. If married, be given privacy during visits by spouse.
5. Be permitted to share a room with spouse, if both are residents.
6. Be permitted and provided the opportunity to have privacy when in his/her bedroom.
7. Have written consent before any of his/her personal health information, protected by HIPAA laws, is shared with anyone.

#### I. Work

Each resident has the right to:

1. Refuse to perform services for the facility.
2. Perform services for the facility, if he or she chooses, unless it has been determined and documented by the Inter-Disciplinary Team (IDT) that such service could be detrimental to the resident's health, safety or well-being.
  - a. Any resident who works voluntarily for PALADIN, or any provider will be compensated at the prevailing wage, and commensurate with the individual's abilities.

#### J. Mail

The resident has the right to privacy in written communications, including the right to:

1. Send and receive mail promptly that is unopened;
2. Have access to stationery, postage and writing implements at the resident's own expense.

#### K. Personal Property

Each resident has the right to retain and use personal possessions, including furnishings and appropriate clothing, as space permits, unless to do so would infringe upon the rights or health and safety or other residents.

#### L. Telephone

Each resident has the right to have regular access to the private use of a telephone.



M. Activity and Social Service

1. It is Paladin's policy that all residents have the right to participate in social, religious, and community activities that do not interfere with the rights of other residents in the facility.
2. Each resident has the right and will be provided the opportunity to have friends over at his/her place of residency.

N. Experimental Research

It is Paladin's policy that any resident being considered for participation in experimental research be fully informed of such experiment and that the resident's written consent is received prior to such participation. Paladin will advocate for the resident to ensure that research guidelines are ethical and within the guidelines of applicable federal and state laws and regulations.

O. Resident Behavior and Paladin Practices

1. Each resident has the right to be free from verbal, sexual, physical or mental abuse, corporal punishment, and involuntary seclusion.
2. All residents are protected from forced physical activity; being hit or pinched; the application of noxious or painful stimuli; use of electric shock; infliction of physical pain; seclusion from an area from which exit is prohibited; a practice which denies physical movement for long periods of time or use of bathroom facilities; and a practice which denies pay or pay below minimum wage for work or chores benefitting others.
3. Paladin will not employ individuals who have been convicted of abusing, neglecting or mistreating individuals. Parents and Friends, Inc. prohibits any employee from violating a resident's rights.
  - a. It is Paladin's policy that all alleged violations involving mistreatment, neglect, or abuse, including injuries of unknown source, are reported immediately to the Executive Director or designee. (It is the responsibility of the Executive Director or designee to report such incidences in accordance with Indiana state law.) Any violation of resident rights shall result in disciplinary action leading to termination of employment.

P. Grievances

Each resident has the right to:

1. Voice grievances with respect to treatment or care that is without discrimination or reprisal for voicing the grievances. This could be done verbally or in written form.
2. Prompt efforts by Paladin to resolve grievances the resident may have, including those with respect to the behavior of other residents.
3. Follow Grievance Procedure for residents/individuals we serve of Paladin programs.
4. Seek redress for any instance of abuse, neglect, or violation of rights. To this end, at least once per year each resident will be informed in a readily understandable manner of the right to grieve and of the following grievance procedure.

Q. Each resident has the right at any time to express his/her dissatisfaction and concerns about his/her roommate, staff, plan of care, or services.

R. Legal Representation

Each resident has a right to legal representation at his/her cost. PALADIN shall inform the resident or his/her guardian of the availability of legal services and the associated cost but are not responsible for the legal costs for any resident.





This agreement will be in effect until \_\_\_\_\_.

\_\_\_\_\_  
PARTICIPANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ADVOCATE (If applicable)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
GUARDIAN (If applicable)

\_\_\_\_\_  
DATE



## Authorization for Release of Confidential Information

Client name: \_\_\_\_\_ DOB: \_\_\_\_\_

Your signature on this form authorizes

**Paladin**

To release confidential record information to: \_\_\_\_\_

\*(individual or organization)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(city, state, zip code)

Description of information to be released: **relevant to diagnoses, behavioral and/or physical needs.**

This information is released in the form of:  Verbal  Written

The information is needed for

**employment.**

(purpose)

I understand that, by law, I need not consent to the release of this information; however, I choose to do so willingly and voluntarily for the purpose specified above. I further understand that I may revoke this authorization at any time except to the extent that action has been taken in reliance on my consent.

Client signature \_\_\_\_\_ Date \_\_\_\_\_

Guardian signature \_\_\_\_\_ Date \_\_\_\_\_

\*This authorization is valid while the individual is employed with the organization named.

Paladin Inc. workforce members shall be granted access to Protected Health Information (PHI), whether written, electronic or verbal in nature in accordance with the Health Insurance Portability and Accountability Act (HIPPA) and other state and federal laws. Such access shall be limited to the minimum necessary amount of PHI to accomplish their job or task. In addition, communications between workforce members which involve PHI shall also be considered confidential and should not take place in public areas.



## Case Conference Summary Report (Consents)

I give my permission for my Team Members to receive a copy of this case conference report and copies of my quarterly Progress Reports.

<b>Participant/Guardian Printed Name</b>	<b>Participant/Guardian Signature</b>	<b>Date</b>

I consent to the (check one)  Placement  Change in Placement  or, ISP Revision  
Which has been discussed and agreed upon in this case conference

<b>Participant/Guardian Printed Name</b>	<b>Participant/Guardian Signature</b>	<b>Date</b>

### **PHOTOGRAPHIC PORTRAITS AND/OR PICTURE RELEASE**

\_\_\_\_\_ hereby consents to authorize the use and reproduction by Paladin or anyone authorized by Paladin use of Photographic Portraits, still pictures, and video footage of me in which I am included, in whole or part, for advertising, trade, or any other lawful purpose.

\_\_\_\_\_ hereby consents to authorize the use of my name to Paladin or anyone authorized by Paladin for advertising trade, or any other lawful purpose.

\_\_\_\_\_ hereby consents to use of my artwork by Paladin for advertising trade, or any other lawful purpose.

I hereby waive any rights that I may have to inspect or approve the finished product or products or printed matter that may be used in connection with this picture or the use to which it may be applied.

**This release is only good for one full year!**

<b>Participant/Guardian Printed Name</b>	<b>Participant/Guardian Signature</b>	<b>Date</b>

**I DECLINE PHOTOGRAPHIC PORTRAITS AND/OR PICTURE RELEASE**

<b>Participant/Guardian Printed Name</b>	<b>Participant/Guardian Signature</b>	<b>Date</b>

Access to Protected Health Information (PHI) whether written, electronic or verbal in nature, will be provided in accordance with the Health Insurance Portability and Accountability Act (HIPAA) and other state and federal laws. Such access shall be limited to the minimum necessary amount of information to accomplish job or task. In addition, communications that involve PHI shall also be considered confidential and should not take place in public areas.