



# **Disability Development Resources, LLC**

## **CONSUMER HANDBOOK**

*Providing... **D**irection. a **D**ifference. **R**esults.*

Under Titles VI and VII, of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, DDR prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. DDR must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. For example, this means that if necessary, DDR must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that DDR will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible.

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## ***Welcome!***

The team of Disability Development Resources, LLC, (DDR) welcomes you to our team.

We believe that it is extremely important that each individual we serve and their support system are given the knowledge they need to successfully navigate the DDD system and contribute directly to the growth and success of DDR, and we hope you will take pride in being a member of our team. Therefore, your comments and contributions to the improvement of our organization are encouraged and appreciated.

This manual was developed to describe Arizona DES/DDD requirements and to outline the policies, programs and benefits available by both DDD and DDR. Please familiarize yourself with the contents of this manual and feel free to ask questions about anything that is not clear to you. All internal policies and procedures are available upon request.

We are pleased to extend a heartfelt welcome into our organization. We are confident you will be satisfied with our program and the associated resources we have to offer.

Note: Direct Support Professional is hereafter referred to as “DSP”.

## ***MISSION***

*To provide Consumers with the best possible services that promote their independence, self-esteem, and abilities in the least restrictive environment, in a timely manner, and with the greatest possible attention to details that ensure they are satisfied with our services and that their needs are met.*

## ***VISION***

*Individuals with developmental disabilities have the right to lead self-directed lives, make informed decisions, and deserve a support system designed to promote these endeavors so a high quality of life can be achieved.*

## ***VALUES***

- *DDR's team members respect and support every Consumer's abilities, desires and strengths*
- *Advocacy and full community inclusion for Consumers is vital to their quality of life*
- *Promoting Consumer independence is a top priority*
- *Honesty is the best policy*
- *Communication with all team members is key*
- *Quality is more important than quantity when it comes to our DSPs*
- *Training is a necessary component of quality DSPs*
- *Documentation with attention to details is critical to a quality organization*
- *DSPs are recognized for a job well done*
- *Have fun & enjoy life!*

## **SECTION 100 INTRODUCTION**

### **101 Business Description**

DDR was established in 2003 to provide home and community based services for the developmentally disabled population in the Phoenix Metropolitan area.

DDR currently offers Home and Community Based Services (HCBS) of Respite, Habilitation, Attendant Care, and Habilitation, Individually Designed Living Arrangements, as well as Person Centered Planning Facilitation to Consumers who are eligible for services through the Arizona Department of Economic Security, Division of Developmental Disabilities (DES/DDD). DDR will be expanding the services offered in the near future.

### **102 Introductory Statement**

This handbook is designed to familiarize Consumers with DDR and provide information about the DDD system, services, policies, procedures, and Consumer rights and responsibilities.

DDR reserves the right to revise, supplement, or rescind any policy, procedure, or portion of the Consumer handbook at any time as is deemed appropriate, in the sole and absolute discretion of DDR's Owner/Executive Director. Consumers will be notified of such changes as they occur.

### **103 Service Descriptions**

Currently DDR provides only Home and Community Based Services (HCBS):

#### ***A. Respite (RSP)<sup>1</sup>:***

##### **Service Description:**

This service provides short-term care and supervision consistent with the health needs of the Consumer to supplement care to provide a safe living environment and/or support or relieve caregivers for the benefit of the Consumer.

##### **Service Setting:**

This service may be provided in the following settings:

The Consumer's home;

Any community site inspected and approved by the Department of Economic Security;

The home of the Qualified Vendor or Direct Support Professional that has been inspected and approved by the Department of Health or the Department of Economic Security;

A group home or developmental home (child or adult) licensed by the Department of Economic Security;  
A Medicare/Medicaid certified nursing facility; or

A certified ICF/MR.

When services occur in any building other than the Consumer's home, the building must meet the requirements of building inspection for Fire, Health/Safety.

If out-of-home respite is provided in a licensed facility, the facility shall not provide services to more individuals than its license allows.

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<sup>1</sup> DDD RFQVA #704011  
C002 04/11

This service shall not be provided when the Consumer is hospitalized.

This service shall not be provided to Consumers living in group homes, vendor-supported developmental homes (child or adult), skilled nursing facilities, non-state operated ICFs/MR, or Level I or Level II behavioral health facilities, or to Consumers living independently.

**Service Goals:**

To provide relief to a family member or person caring for a Consumer.

To provide supervision either in or outside of the home, as well as supporting the emotional, physical and mental well being of the Consumer.

**Service Objectives:**

Determine the Consumer's routine plan of care from the Consumer's caregiver.

Provide for the social, emotional and physical needs of the Consumer.

Ensure that the Consumer receives medication as prescribed.

Provide first aid and appropriate attention to injury and illness.

Ensure provision of food to meet daily dietary needs. Therapeutic diets requiring specialized ingredients or food supplements will be supplied by the family.

Assist the Consumer in utilizing transportation to support the Consumer in all daily living activities, e.g., day treatment and training, employment situation, medical appointments, visits with family and friends, and other activities.

**B. *Habilitation (HAH)*<sup>2</sup>:**

**Service Description:**

This service provides a variety of interventions designed to maximize the functioning of Consumers. Services may include but are not limited to: habilitative therapies, special developmental skills, behavior intervention, and sensory-motor development.

**Service Setting:**

The Consumer's home;

Any community site inspected and approved by the Department of Economic Security;

The home of the Qualified Vendor or Direct Support Professional that has been inspected and approved by the Department of Health or the Department of Economic Security;

**Service Goals:**

To enable the Consumer to acquire knowledge and skills and be a valued member of his/her community based on his/her own choices.

To provide training to increase or maintain the Consumer's self-help, socialization, and adaptive skills to reside and participate successfully with his/her family in his/her own community.

To assist the Consumer in achieving and maintaining a quality of life that promotes the Consumer's vision of the future.

**Service Objectives:**

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<sup>2</sup> DDD RFQVA #704011  
C002 04/11

Establish individualized, time-limited training objectives that are based on assessment data and input from the Consumer and the Consumer's responsible person who will allow the Consumer to achieve his/her long-term vision.

Develop strategies for habilitation objectives within ten (10) business days after initiating service. The specific training strategy for each objective shall identify the schedule for implementation, frequency of services, data collection methods, and teaching strategies.

Upon the presence or absence of measurable progress, make changes to specific training objective(s) and/or strategies.

Provide training and/or assistance such as:

- a) Assistance and training related to personal and physical needs and routine daily living skills;
- b) Implementing strategies to address behavioral concerns, developing behavior intervention programs, and coordinating with behavioral health programs to ensure proper review of medication treatment plans;
- c) Ensuring that the health needs of the Consumer are being met, including providing follow up as requested by the Consumer's primary care physician or medical specialist;
- d) Implementing all therapeutic recommendations including speech, occupational, and physical therapy and assisting Consumer in following special diets, exercise routines, or other therapeutic regimes;
- e) Mobility training, alternative or adaptive communication training;
- f) Opportunities for training and/or practice in basic Consumer skills such as shopping, banking, money management, access and use of community resources, and community survival skills; and
- g) Assisting Consumer in utilizing community transportation resources to support the Consumer in all daily living activities, e.g., day treatment and training, employment situation, medical appointments, visits with family and friends and other community activities.

Play an active role in ensuring that services with other involved entities, including day treatment and training providers, health care providers, and schools are coordinated to meet the needs of the Consumer.

Provide training and/or assistance to the Consumer's family/Consumer's responsible person to increase and/or maintain targeted skill acquisition of the Consumer.

With input from the Consumer, the Consumer's responsible person, and his/her significant other(s), develop strategies for habilitation objectives that can be carried out in context of the Consumer's daily routine.

Communicate with the family/Consumer's responsible person regarding how the plan is working when the Direct Support Professional is not present.

HAH cannot be provided while the Consumer is asleep and cannot be used in place of another service. The maximum amount of HAH that can be used in a 24-hour period is 10 hours.

### ***C. Attendant Non-Family Care (ANC)<sup>3</sup>:***

#### **Service Description:**

This service provides a qualified attendant to supply needed services in order for the Consumer to remain in his/her home and/or participate in work/community activities.

#### **Service Setting:**

This service may be provided in the Consumer's home or in the home of the DSP that has been inspected and approved by the Department of Health or the Department of Economic Security. **Services are PROHIBITED in any facility that has not undergone a health, safety and fire inspection including any Consumer's home that the Consumer being served does not reside.**

#### **Service Goals:**

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<sup>3</sup> DDD RFQVA #704011  
C002 04/11

To assist the Consumer to attain or maintain safe and sanitary living conditions and/or maintain personal cleanliness and activities of daily living.

To assist the Consumer to remain in his/her home and/or participate in community activities.

Service Objectives:

Provide assistance to maintain personal cleanliness and in activities of daily living that do not require medical supervision or intervention. Tasks may include but are not limited to:

- Bathing
- Oral hygiene
- Toileting
- Bowel and bladder care
- Dressing
- Shampooing
- Ambulation
- Transfer to and from wheelchair and/or bed
- Eating and meal preparation
- Routine nail and skin care
- Tasks necessary for comfort and safety of movement restricted Consumers
- Assisting with special appliances and/or prosthetic devices

Provide assistance by planning, shopping, storing, and cooking food for nutritional meals.

Assist the Consumer to participate in the community and activities of daily living (e.g., church, shopping.)

Assist in providing appropriate attention to injury and illness; maintain skin integrity including the provision of first aid (i.e., prevention of pressure sores). Refer for appropriate action all Consumers who present additional medical or social problems during the course of the service delivery.

Assist with self-medication or medication reminders.

Provide assistance to attain or maintain safe and sanitary living conditions. Tasks may include but are not limited to:

- Dusting
- Cleaning floors, bathrooms, oven, refrigerator, and windows (if necessary for safe or sanitary living conditions)
- Cleaning kitchen, washing dishes, routine maintenance and cleaning of household appliances
- Changing linens and making beds
- Washing, drying and folding the Consumer's laundry (ironing only if necessary)
- Shopping for and storing household supplies and medicines
- Taking garbage out
- Other duties as determined appropriate and necessary by the Consumer and DDR

In unusual circumstances, the following tasks may be performed:

- Heavy cleaning such as washing walls or ceilings
- Yard work such as cleaning the yard and hauling away debris

To assist the Consumer in obtaining and/or caring for basic material needs for water, heating, and food.

#### D. *Attendant Family Care (AFC)*<sup>4</sup>:

##### Service Description:

This service provides a qualified attendant to supply needed services in order for the Consumer to remain in his/her home and/or participate in work/community activities.

##### Service Setting:

This service may be provided in the Consumer's home or in the community.

##### Service Goals:

To assist the Consumer to attain or maintain safe and sanitary living conditions and/or maintain personal cleanliness and activities of daily living.

To assist the Consumer to remain in his/her home and/or participate in community activities.

##### Service Objectives:

Provide assistance to maintain personal cleanliness and in activities of daily living that do not require medical supervision or intervention. Tasks may include but are not limited to:

- Bathing
- Oral hygiene
- Toileting
- Bowel and bladder care
- Dressing
- Shampooing
- Ambulation
- Transfer to and from wheelchair and/or bed
- Eating and meal preparation
- Routine nail and skin care
- Tasks necessary for comfort and safety of movement-restricted Consumers
- Assisting with special appliances and/or prosthetic devices

Provide assistance by planning, shopping, storing, and cooking food for nutritional meals.

Assist the Consumer to participate in the community and activities of daily living (e.g., church, shopping.)

Assist in providing appropriate attention to injury and illness; maintain skin integrity including the provision of first aid (i.e., prevention of pressure sores). Refer for appropriate action all Consumers who present additional medical or social problems during the course of the service delivery.

Assist with self-medication or medication reminders.

Provide assistance to attain or maintain safe and sanitary living conditions. Tasks may include but are not limited to:

- Dusting
- Cleaning floors, bathrooms, oven, refrigerator, and windows (if necessary for safe or sanitary living conditions)
- Cleaning kitchen, washing dishes, routine maintenance and cleaning of household appliances
- Changing linens and making beds
- Washing, drying and folding the Consumer's laundry (ironing only if necessary)
- Shopping for and storing household supplies and medicines
- Taking garbage out

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<sup>4</sup> DDD RFQVA #704011  
C002 04/11

- Other duties as determined appropriate and necessary by the Consumer and DDR

In unusual circumstances, the following tasks may be performed:

- Heavy cleaning such as washing walls or ceilings
- Yard work such as cleaning the yard and hauling away debris

To assist the Consumer in obtaining and/or caring for basic material needs for water, heating, and food.

The Division does not endorse lifelong residency in the family home, unless that is the choice of the Consumer and the family and is in the Consumer's best interest. Therefore, to ensure all options have been considered, the facilitation of a person-centered plan and personal, private interview of the Consumer by the Support Coordinator is required, if the use of AFC is proposed between the ages of 18-25. The intent of the interview is to ensure the individual has an opportunity to fully express their dreams and wishes.

Upon documentation of the plan and interview in the record, the Support Coordinator may authorize up to 40 hours per month of AFC. Because AFC should be based on assessed need, any amounts above this must be reviewed and approved by the District Manager/Administrator as an exception. Amounts over 300 units per month need to be reviewed under Centralized Utilization Review.<sup>5</sup>

#### **E. *Habilitation, Individually Designed Living Arrangement (HAI)*<sup>6</sup>:**

##### Service Description:

This service provides a variety of interventions designed to maximize the functioning of Consumers. Services may include but are not limited to: habilitative therapies, special developmental skills, behavior intervention, and sensory-motor development.

##### Service Setting:

This service provides for an alternative, non-licensed residential living situation for Consumers within the Division's philosophical base of self-determination; enabling the Consumer to choose where and with whom he/she will live and assume all responsibility for his/her residence. Generally, one or more Consumers reside together in a private residence that is leased or owned by the Consumer(s) and/or the Consumer(s) representative(s). The focus of this service is to provide habilitative supports to these Consumers based on the collective need for direct staff support to eligible Consumers who have chosen to reside together and share their resources.

##### Service Goals:

1. To provide a broad array of support services to promote the physical, emotional, and mental well being of the Consumer.
2. To enable the Consumer to acquire knowledge and skills and be a valued member of his/her community based on his/her own choices.
3. To provide training and supervision for the Consumer to increase or maintain his/her self-help, socialization, and adaptive skills to reside and participate successfully in his/her own community.
4. To develop positive relationships and support for Consumers and their families.
5. To provide opportunities for Consumers to interact socially with family, friends, and the community at large, including providing information regarding and facilitating access to community resources.
6. To assist the Consumer in achieving and maintaining a quality of life that promotes the Consumer's vision of the future.

<sup>5</sup> Administrative Directive No. 100

<sup>6</sup> RFQVA # DDD 704011

#### Service Objectives:

1. In accordance with the Consumer's ISP processes, develop an individualized support plan, including:
  - 1.1 Establish habilitation-related service objectives based on assessment data and input from the Consumer and the Consumer's representative(s) which will allow the Consumer to achieve his/her long-term vision.
  - 1.2 Develop a specific teaching/training strategy for each objective, e.g., schedule for implementation, frequency of services, teaching strategies, data collection methods.
  - 1.3 Based upon the presence or absence of measurable progress, make changes to objective(s) and/or strategies, as agreed upon by the ISP team.
2. As identified in the Consumer's ISP and support plan, provide a broad array of support services such as:
  - 2.1 Assistance and training related to personal and physical needs and routine daily living skills;
  - 2.2 Implementing strategies to address behavioral concerns, developing behavior intervention programs, and coordinating with behavioral health programs to ensure proper review of medication treatment plans;
  - 2.3 Ensuring that the health needs of the Consumer are being met, including providing follow up as requested by the Consumer's primary care physician or medical specialist;
  - 2.4 Implementing all therapeutic recommendations including speech, occupational, and physical therapy and assisting Consumers in following special diets, exercise routines, or other therapeutic regimes;
  - 2.5 Mobility training, alternative or adaptive communication training;
  - 2.6 Providing general supervision to the Consumer;
  - 2.7 Opportunities for training and/or practice in basic Consumer skills such as shopping, banking, money management, access and use of community resources, and community survival skills; and
  - 2.8 Assisting Consumers in utilizing available community transportation resources such as public transportation, neighbors, and friends to support the Consumer in all daily living activities, e.g., day treatment and training, employment situation, medical appointments, visits with family and friends and other community activities, as identified within the Consumer's ISP.
3. Develop, maintain, or enhance independent functioning skills in sensory-motor areas, cognition, personal grooming, hygiene, dressing, eating, toileting, self-medication and first aid, recognizing symptoms of illness, and preventing accidents and illnesses.
4. Assist each Consumer in developing methods of starting and maintaining friendships of his/her choice, as well as appropriate assertiveness, social skills, and problem solving abilities for use in daily interactions.
5. Provide opportunities for Consumers to participate in community activities and facilitate Consumer utilization of community resources.
6. Play an active role in ensuring that services with other involved entities, including day treatment and training providers, health care providers, and schools are coordinated to meet the needs of the Consumers served.

Utilization and authorization of service level for each residence will be determined based on the collective needs of all of the Consumers at the residence and will be revised as needs change. The Qualified Vendor is expected to assist the Division in the process for determining the service level to be authorized for the Consumers living at the residence. This process should be a cooperative one that includes input from the Qualified Vendor.

#### **F. *Person Centered Planning Facilitation (PCP)*<sup>7</sup>:**

##### Service Description:

Person centered planning facilitation is a planning approach for determining, planning for and working toward the preferred future of a person with developmental disabilities in community life. A component of Support Coordination (Case Management) services, this service refers to the facilitation and development of a plan developed in concert with a Consumer, his/her family and others that are important to the person. The plan focuses both on paid and natural supports to assist a Consumer in achieving his/her desired future. The planning process is a way to gather and organize information, respects the

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<sup>7</sup> RFQVA # DDD 704014  
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Consumer's choices and preferences, is positive and focused on capacities of both the Consumer and the community in which he or she lives, provides an accurate picture of the Consumer and his/her desires and is action oriented with actions steps and timeframes for evaluation.

There are several approaches that use person centered planning. Some that are the most well known in working with people with developmental disabilities include:

- ❑ Personal Futures Planning
- ❑ Making Action Plans (MAPS)
- ❑ Planning Alternative Tomorrows with Hope (PATH)
- ❑ Essential Lifestyles Planning.

All approaches are acceptable as long as the person centered plan:

- ❑ Ensures that the primary direction comes from the Consumer,
- ❑ Involves family members and friends of the Consumer's choice and has a reliance on personal relationships as the primary source of support to the Consumer,
- ❑ Focuses on capacities and assets rather than on limitations,
- ❑ Has an emphasis on the settings, services, supports and routines available to the community at large rather than those designed for people with disabilities, and
- ❑ Focuses on quality of life with an emphasis on personal dreams, desired outcomes, and meaningful experiences.

#### Service Setting:

This service may be provided in any setting agreed to by the Consumer but is generally provided in the Consumer's home or another community setting.

#### Service Goals:

To facilitate a person centered plan for Consumers and their families in order to provide a positive, community based work plan for life transitions such as school to work or moving from the family home.

#### Service Objectives:

1. Meet with the Consumer to explain the person centered planning process and to determine others the Consumer would like to participate in the plan.
2. Work with the Support Coordinator to determine a time and location for the person centered planning session that assures the Consumer's participation as well as those the Consumer would like to have in attendance.
3. Facilitate the person centered planning session. During the session, the facilitator should assist the Consumer to participate as much as possible, establish ground rules, keep the group positive and focused on the Consumer's strengths and choices and record the Consumer's vision of the future. The vision should be broken down into achievable steps and consider both paid and natural supports. Maps should be recorded and include, at a minimum, maps/charts on relationships, choices, what works and what does not work, health and safety, vision of the future and action steps.
4. Write the plan up and provide a copy of the plan and maps/charts to the Consumer and Support Coordinator.
5. If time allows, provide follow up on action steps by bringing the group back together within three months of the initial person centered planning session. If unable to personally bring the group back together, contact the Support Coordinator by phone to provide ideas and recommendations for next follow up meeting.

# SECTION 200 CONSUMER RIGHTS AND RESPONSIBILITIES

## 201 Consumer Rights

Developmentally disabled individuals have the same rights and privileges guaranteed to all citizens by the constitution and laws of the United States and the constitution and the laws of the State of Arizona.

A.R.S 36-551.01 enumerates additional rights of the developmentally disabled, including, but not limited to:

- Protection from physical, psychological, verbal or sexual abuse;
- Publicly supported educational services;
- Equal employment opportunities;
- Fair compensation for labor;
- Right to own, sell or lease property;
- Presumption of legal competency;
- Right to marry;
- Right to petition;
- Right to an Individual Support Program Plan (ISPP);
- Right to ISPP progress notes;
- Right to participate in ISPP and placement decisions;
- Right to be free from unnecessary and excessive medications;
- Individuals in residential programs have the right to a humane and clean physical environment, the right to communication and visits and the right to personal property;
- Individuals in residential programs have the right to live in the least restrictive alternative;
- Right to withdraw from services;
- Right to be informed of their rights upon admission to services.<sup>8</sup>

In order to protect these rights the Arizona State Legislature has required that DDD adopt rules that will ensure the protection of these right, they have so adopted Article IX which must be followed by any entity receiving funds from the Arizona Division of Developmental Disabilities.

Items that are strictly prohibited by Article IX and cannot, under any circumstances be carried out regardless of direction by parent or guardian are:

A. *The use of seclusion:* Defined as placing an individual in a room and locking or holding the door shut, thus preventing egress. No locked time-out rooms may be used, Consumers may not be left in a room without their adaptive mobile equipment, and Consumers who are unable to control their own mobility may not be left in a room unattended for the purposes of seclusion.<sup>9</sup>

B. *The use of overcorrection:* Defined as a group of procedures used as a consequence to an individual's behavior, which involve either: Requiring an individual to restore an environment to a state vastly improved from that which existed prior to the behavior, or requiring an individual to repeatedly practice a behavior.<sup>10</sup>

C. *The application of noxious stimuli:* Defined as the utilization of a stimulus that is considered to be highly unpleasant to the individual, including, but not limited to: offensive tastes, loud, high-pitched or otherwise unpleasant noises, offensive odors, and offensive tactile stimuli.<sup>11</sup>

D. *Physical restraints, including mechanical restraints:* Physical and mechanical restraints are prohibited as a negative

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<sup>8</sup> A.R.S 36-551.01

<sup>9</sup> R6-6-902 Prohibitions

<sup>10</sup> R6-6-902 Prohibitions

<sup>11</sup> R6-6-902 Prohibitions

consequence to a behavior. Physical restraints are defined as, but not limited to, full-body restraints, basket weave/stand restraints, and seated restraint procedures. Mechanical restraints are defined as a device utilized to limit “freedom of movement”.<sup>12</sup> The Rule is prohibiting the utilization of physical restraints, except in the case of an emergency. The utilization of physical restraint procedures is only prohibited when utilized as a consequence to a behavior. Restrain techniques/procedures can be utilized to achieve medical/dental care and treatment.

E. *The use of behavior modifying medications:* Behavior modifying meds are prohibited if administered on an “as needed” or “PRN” basis. Behavior modifying medications are prohibited if they are in dosages which interfere with the client’s daily living activities or if they are used in the absence of a behavior plan.<sup>13</sup>

F. *A.R.S. Section 36-561.A.:* A.R.S. Section 36-561.A. states “No psycho surgery, insulin shot treatment or electroshock or experimental drugs shall not be administered by the Department to any client, nor shall the Department license, approve, support any program or service which uses such treatments of drugs.”<sup>14</sup>

## **202 Emergency Measures**

A. *Physical management techniques employed in an emergency to manage a sudden, intense, or out-of-control behavior shall:*

- Use the least amount of intervention necessary to safely physically manage an individual.
- Be used only when less restrictive methods were unsuccessful or are inappropriate.
- Be used only when necessary to prevent the individual from harming self or others or causing severe damage to property.
- Be used concurrently with the uncontrolled behavior.
- Be continued for the least amount of time necessary to bring the individual's behavior under control.
- Be appropriate to the situation to ensure safety.

B. *When an emergency measure, including the use of behavior modifying medications pursuant to R6-6-909(D), is employed to manage a sudden, intense, out-of-control behavior, the person employing that measure shall:*

- Immediately report the circumstances of the emergency measure to the person designated by the Division and to the responsible person.
- Provide, within one (1) working day, a complete written report of the circumstances of the emergency measure to the responsible person, the case manager, the chairperson of the Program Review Committee, and the Human Rights Committee.
- Request that the case managers reconvene the ISP team to determine the need for a new or revised behavior plan when any emergency measure is used two or more times in a 30-day period or with any identifiable pattern.

C. *Upon receipt of a written report as specified in paragraph (B) (2) above, the PRC shall:*

- Review, evaluate and track reports of emergency measures taken; and
- Report, to a person designated by the Division, instances of possible excessive or inappropriate use of emergency measures on a case-by-case basis for corrective action.<sup>15</sup>

Consumers receiving services through DDR are required to sign the Disclosure and Discontinued Service Conditions Acknowledgement which holds the Consumer and guardian/Responsible Person liable for any information not disclosed to DDR that is necessary for proper supports to the Consumer. DDR understands that negative behaviors are difficult to talk about but it is important to the success of the Consumer that all information is fully and accurately disclosed.

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<sup>12</sup> R6-6-902 Prohibitions

<sup>13</sup> R6-6-902 Prohibitions, R6-6-909 Behavior Plans

<sup>14</sup> A.R.S. 36-561.A.

<sup>15</sup> R6-6-908

## 203 Management of Service Hours

Service hours authorized to a Consumer are to be managed by the Consumer and his/her guardian/Responsible Person. Together, they are responsible for dictating how they would like their hours to be used within the parameters of the DDD authorization and billing rules.

Once the Consumer has decided how the hours are to be used by DDR and the DSP(s), DDR will email each DSP a Time Sheet/Authorization to Work stating what service, the number of hours, and the dates of service that the DSP is authorized to provide to the Consumer. A sample is provided in your sign-up packet. **If the Consumer wants a DSP to provide additional services and/or hours, the Consumer/Responsible Person must first notify DDR of the change in use of hours.** DDR will then work with the DSP(s) to meet the needs requested. **A DSP must receive an authorization from DDR BEFORE being able to provide additional services and/or hours.** DDR will email the DSP a new or updated Time Sheet/Authorization to Work. A copy of the Time Sheet/Authorization to Work can be made available to the Consumer at their request.

The time sheet must be signed or initialed by the Consumer EACH DAY or SHIFT the DSP provides. It is the responsibility of the Consumer and his/her guardian/Responsible Person to make sure that the hours are correctly billed before signing the time sheets; by signing the document they are consenting and agreeing to the hours billed. The Consumer/guardian/Responsible Person will also be required to sign and date in the bottom signature block indicating that all entries are accurate. This signature block should only be signed at or near the end of the pay period. **DO NOT SIGN BLANK TIME SHEETS.**

After all time sheets have been processed for the month, DDR will email the Consumer a summary of the hours used/billed and the balance remaining. It is highly recommended that the Consumer review this to ensure accuracy of hours submitted to and processed by DDR. If for any reason billing fraud is suspected, a written report may be filed with DDR.

It is the responsibility of the Consumer/guardian/Responsible Person to ensure that the Consumer has adequate authorized service hours and to track the hours used so as to know the hours remaining during the current ISP year. DDR reserves the right to discontinue services at any time due to a shortage of authorized service hours. **In the event that there is a shortage of authorized hours and a DDR Direct Support Professional has worked and submitted billing, the Consumer/guardian/Responsible Person is responsible for reimbursing DDR for the exact payment made to the DSP.**

## 204 Respite, Daily

The service of Respite, Daily (RSD) can ONLY be provided by first obtaining a prior authorization from DDD. Any violation of this may result in the Consumer/guardian/Responsible Person being billed out-of-pocket for the unauthorized hours worked by the DSP(s) and/or disciplinary action against the DSP(s). In addition, the service of RSD adversely affects the pay rate that the DSP(s) will receive. Consult the Respite, Daily Statement of Understanding for details. RSD is authorized and billed when the TOTAL Respite need exceeds 12.75 hours (consecutive or non-consecutive) provided by one or more DSPs in a calendar day (a 24-hour stretch of time that begins at midnight and ends at 11:59 p.m. on the same day). **PLEASE NOTE: Attendant Care and Habilitation services cannot be billed when RSD is utilized.** DDD considers RSD as 1 unit equal to 24 hours of RSP. This means that when a Consumer uses more than 12.75 hours in one calendar day, 24 hours of RSP are deducted from that Consumer's total hours, **EVEN IF LESS THAN 24 HOURS ARE BEING USED.**

## 205 Cancellations

Although canceling a service is not encouraged, there may be times when this is unavoidable. Please extend to your DSP the courtesy of canceling within a reasonable timeframe so they may try to schedule services with other Consumers. Remember, they are counting on that service delivery as income. If you need to cancel services for an extended period of time, please contact DDR and your DSP to let them know you want to be placed "on hold" until further notice. This allows both DDR and the DSP to utilize their services in a productive way with all Consumers.

## **206 Financial Responsibility**

Consumers are responsible for their own fees involved with activities and outings. It is important that the Consumer has enough money to cover these expenses. DSPs are responsible for their own fees involved with activities and outings that the DSP participates in with the Consumer.

Although the DSP is NOT required to take Consumers to activities and outings, DDR encourages the Consumer/guardian/Responsible Person and DSP to plan participation in these activities and outings, as appropriate for the Consumer. If the Consumer/guardian/Responsible Person and the DSP come to an agreement, the DSP then has the support of DDR to participate - at their own expense. **DDR does not expect that the Consumer/guardian/Responsible Person pay for or reimburse the DSP for any costs incurred with the activities or outings. The Consumer/guardian/Responsible Person MAY, of their own free will, choose to pay for or reimburse the DSP for such costs.**

**DDR and DSPs are NOT monetarily responsible for any costs that may be incurred in the event of emergency or need for medical attention that involves the Consumer.** The Consumer/guardian/Responsible Person are responsible for ALL costs incurred during any emergency and/or medical attention.

## **SECTION 300 DIRECT SUPPORT PROFESSIONAL PRACTICES**

### **301 Direct Support Professional Hiring Process**

All applicants will be required to submit an employment application and/or resume and three non-family written references. Applicants who qualify will then go through a public records check, sex offender registry check, Maricopa County Sheriff's Office check and a two-part interview process before they are offered a DSP position with DDR.

### **302 Family Members as Direct Support Professionals**

The following guidelines apply to all in-home services that are funded by Medicaid, Arizona Long Term Care System (ALTCs), with the exception of Intermediate Care Facility for the Mentally Retarded (ICF/MR), HOSPICE, Assisted Living Centers, Nursing Facilities and group homes.

The Individual Support Plan team must determine the type and amount of service the individual requires to be supported in the home environment. Fundamentally that means going through a process that asks what the individual's needs are, what the best ways to meet the needs are, and what the family is willing and able to do. As Arizona Long Term Care System Program funds are not intended to replace what families do, the Individual Support Plan/Person Centered Plan/Individual Family Service Plan determines the amount of service authorized.

All services paid with Arizona Long Term Care System Program must be authorized, and must be provided by certified providers. Family members who are providers must also be certified. Family member is defined as someone who is related to a person by blood, marriage or adoption.

- Qualified family members of a person with a developmental disability can become certified Home and Community Based Service providers. They must meet all of the certification guidelines set by DDR for DSPs.
- There are restrictions on family members who are permitted to provide these services:
  1. Parents and stepparents of a minor child (under 18 years of age) of a person with a developmental disability are restricted from providing such services to their family member.
  2. The spouse of a person with a developmental disability is restricted from providing such services to their family member.
  3. Parents of an adult (18 years or older) are permitted to receive Medicaid reimbursement to provide authorized services except for respite services for their own child.
- Other family members of an **adult or minor**, who meet qualification standards, are permitted to provide services.<sup>16</sup>

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<sup>16</sup> DDD Inter-Office Memorandum dated December 9<sup>th</sup>, 2004

### **303 Direct Support Professional Job Description**

#### **A. Purpose:**

To provide direct support to Consumers and/or their families, and as needed in their own homes and the community through the implementation of the Disability Development Resources, LLC, mission and values and in compliance with all regulations and policies related to Home and Community Based Services. Support may be provided on an hourly or daily basis.

#### **B. Minimum Qualifications<sup>17</sup>:**

1. Experience working with persons with developmental disabilities for a minimum of 3 months.
2. Must have desire and interest in working with persons with disabilities or special needs.
3. Must have verbal and written communication skills adequate to the specific job.
4. Must be at least eighteen (21) years of age.
5. Satisfactory background check and fingerprint clearance.
6. Specific language abilities (other than English) may be required to meet the needs of persons/families receiving support, and demonstrate knowledge of and respect for cultural differences.
7. Reliable transportation to the work site and access to a telephone.

#### **C. Essential Job functions:**

1. Provide assistance to persons receiving support.
2. Demonstrate respect and promote choice.
3. Promote the rights of persons receiving support and contribute to an environment that is free of abuse, neglect and or exploitation.
4. Assist persons (as applicable) with the following supports: daily living, hygiene, intimate care, meal planning/preparation/clean-up, mobility, encouraging relationships, accessing their community, provide/arrange transportation, lifting/transferring, therapeutic objectives, behavioral supports to include redirecting and/or physically supporting persons using approved techniques, adequate supervision, medication and medical issues when indicated, and other needs of the person/family as identified by the ISP team.
5. Shall follow medical protocols and doctor's orders and implement specialized interventions for dealing with unique health needs as required. DSPs must be able to lift 50 lbs.
6. Complete and pass, at the required competency level, training of CPR, First Aid and Article 9.
7. Complete and pass, at the required competency level, CIT training, if required by DDR, the Consumer's ISP team, or as otherwise deemed necessary.
8. Provide support in specific service areas as needed:
  - I. *Attendant Care DSP*<sup>18</sup>: This service provides a qualified attendant to supply needed services in order for the Consumer to remain in his/her home and/or participate in work/community activities.
  - II. *Habilitation DSP*<sup>19</sup>: This service provides a variety of interventions designed to maximize the functioning of Consumers. Services may include but are not limited to: facilitative therapies, special developmental skills, behavior intervention, and sensory-motor development.
  - III. *Respite DSP*<sup>20</sup>: This service provides short-term care and supervision consistent with the health needs of the Consumer to supplement care to provide a safe living environment and/or support or relieve caregivers for the benefit of the Consumer.
7. Follow Disability Development Resources, LLC, personnel practices and policies which include but are not limited to: Reporting to work on time as scheduled, refraining from excessive absenteeism, obtaining prior approval by following established procedures when time off is desired including reporting to DDR's Owner/Executive Director (per Disability Development Resources, L.L.C policy) for absence from work, work all hours as scheduled, attend staff meetings and other mandatory training as required by Disability Development Resources, LLC.
8. Follow all Disability Development Resources, L.L.C and AZ DES/DDD policies and procedures.
9. Maintain necessary records, logs and other documentation as required per ISP, Disability Development Resources, L.L.C policy and AZ DES/DDD requirements.
10. Act as an appropriate role model and support persons in using appropriate language, dress, table manners, respect, and other behavior as needed.

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<sup>17</sup> Arizona Division of Developmental Disabilities Article 15

<sup>18</sup> DDD RFQVA #704011 (7-3) Attendant Care

<sup>19</sup> DDD RFQVA #704011 (7-17) Habilitation

<sup>20</sup> DDD RFQVA #704011 (7-20) Respite

11. Ensure that clean and safe environments are maintained.
12. Quickly and effectively respond to emergency situations such as fire, application of First Aid, CPR, approved medical protocols, behavior intervention, etc.
13. Must be willing and able to actively participate in email communication.

*NOTE: This job description in no way states or implies that these are the only duties to be performed by the Employee occupying this position. Employees will be required to follow any other job-related instructions and to perform other job-related duties as requested by DDR's Owner/Executive Director.*

### **304 Consumer Medical/Restraining Procedures Considerations**

Direct Support Professionals may **NOT**:

1. Administer any medical treatment<sup>\*1</sup> without receiving proper training by the Consumer/guardian/Responsible Person, including a written protocol on the treatment prior to the start of services, and that no deviations from the treatment may occur;
2. Administer psychotropic (e.g., behavior modifying medications) on a PRN (as-needed) basis;
3. Administer or use restraining devices without being prescribed by a physician for medical or dental purposes, and/or, prior written approval by DDD's Program Review Committee;
4. Place a Consumer in a forced time-out. Only voluntary time-outs initiated by a Consumer are acceptable.

<sup>\*1</sup> When medical treatments are needed on a PRN basis, a trained DSP may **ONLY** administer the treatment after receiving direct, coherent verbal consent by the parent, guardian or Responsible Person who must be present at the time.

DSPs also may only administer medication if: (1) DDR consents in writing to the arrangement; and (2) the Consumer/guardian/Responsible Person provides sufficient training to the DSP prior to the start of services.

### **305 Direct Support Professional Code of Conduct**

#### A. *Statement of Purpose:*

The purpose of the Code is to protect vulnerable Consumers from abuse, neglect, maltreatment and exploitation. The Code of Conduct clarifies the expectation of conduct for DSPs of contracted, licensed and certified programs, which includes DDR's Owner/Executive Director, non Direct Support Professionals, Direct Support Professionals and any others when interacting with Consumers.

#### B. **Nothing in the Code shall be interpreted to mean that Consumers should not be held accountable for misbehavior or inappropriate behavior on their part, or that DSPs are restricted from instituting suitable consequences for such behavior.**

#### C. *Abuse, Sexual Abuse and Sexual Exploitation, Neglect, Exploitation and Maltreatment Prohibited:*

1. No contracted, licensed or certified individual shall abuse, sexually abuse or sexually exploit, neglect, exploit or maltreat (as defined below) any Consumer.
  - a. No person shall cause physical injury to any Consumer. All injury to Consumers (explained or unexplained) shall be documented in writing and immediately reported to DDR's Owner/Executive Director.
  - b. No person by acting, failing to act, encouragement to engage in, or failure to deter from, will cause any Consumer to be subject to abuse, sexual abuse or sexual exploitation, neglect, exploitation, or maltreatment.
  - c. No person shall make unjust or improper use of a Consumer or their resources for profit or advantage.
2. **Failure to comply with this Code of Conduct will not be tolerated and will result in corrective action, probation, suspension, and/or termination of contract, licensure and/or employment certification.**

#### D. *Definitions of Abuse, Sexual Abuse and Sexual Exploitation, Neglect, Exploitation, and Maltreatment:*

1. **Abuse** of Consumers may include, but is not limited to:
  - a. Harm or threatened harm, meaning damage or threatened damage to the physical or emotional health and welfare of a Consumer.
  - b. Unlawful confinement.

- c. Deprivation of life-sustaining treatment.
  - d. Physical injury including, but not limited to, any contusion of the skin, laceration, failure to thrive, malnutrition, burn, fracture of any bone, subdural hematoma, injury to any internal organ, any injury causing bleeding, or any physical condition which imperils a Consumer's health or welfare
  - e. Any type of unlawful physical hitting or corporal punishment inflicted in any manner upon the body.
2. **Sexual abuse** and sexual exploitation will include, but is not limited to:
- a. Engaging in sexual intercourse with any Consumer.
  - b. Touching the anus or any part of the genitals or otherwise taking indecent liberties with a Consumer, or cause an individual to take indecent liberties with a Consumer, with the intent to arouse or gratify the sexual desire of any person
  - c. Employing, using, persuading, including, enticing or coercing a Consumer to pose in the nude for any purpose.
  - d. Employing, using, persuading, including, enticing or coercing a Consumer to engage in any sexual or simulated sexual conduct for any purpose. This includes displaying, distributing, possessing for the purpose of distribution or selling material depicting nudity, or engaging in sexual or simulated sexual conduct with a Consumer.
  - e. Committing or attempting to commit acts of sodomy or molestation with a Consumer.
  - f. This definition is not to include therapeutic processes used in the treatment of sexual deviancy or dysfunction which has been outlined in the Consumer's treatment plan and is in accordance with agency policy.
3. **Neglect** may include, but is not limited to:
- a. Denial of sufficient nutrition.
  - b. Denial of sufficient sleep.
  - c. Denial of sufficient assistance in order to maintain hygiene.
  - d. Denial of sufficient clothing, or bedding.
  - e. Failure to provide adequate supervision, including impairment of an Employee resulting in inadequate supervision. Impairment of an Employee may include but is not limited to use of alcohol and drugs, illness, or sleeping.
  - f. Failure to arrange for medical care and/or medical treatment as prescribed or instructed by a physician when not contraindicated by agency after consultation with agency physician.
  - g. Denial of sufficient shelter, except in accordance with the written agency policy.
4. **Exploitation** will include, but is not limited to:
- a. Utilizing the labor of a Consumer without giving just or equivalent return except as part of a written agency policy which is in accordance with reasonable therapeutic interventions and goals.
  - b. Improperly using or appropriating property belonging to Consumers.
  - c. Acceptance of gifts as a condition of receipt of program services.
5. **Maltreatment** will include, but is not limited to:
- a. Physical exercises, such as running laps or performing push-ups, except in accordance with a Consumer's service plan and written agency policy.
  - b. Chemical, mechanical or physical restraints except when authorized by the Consumer's service plan and administered by appropriate personnel or when there is threat of injury to the Consumer or other person.
  - c. Assignment of unduly physically strenuous or harsh work.
  - d. Requiring or forcing the individual to take an uncomfortable position, such as squatting or bending, or requiring or forcing the individual to repeat physical movements when used solely as a means of punishment.
  - e. Group punishments for misbehavior of individuals except in accordance with the written agency policy.
  - f. Verbal abuse by agency personnel: engaging in language whose intent or result is demeaning to the Consumer except in accordance with written agency policy which is in accordance with reasonable therapeutic interventions and goals.
  - g. Denial of any essential program service solely for disciplinary purposes except in accordance with written agency policy.
  - h. Denial of visiting or communication privileges with family or significant others solely for disciplinary purposes except in accordance with written agency policy.

- i. Requiring the individual to remain silent for long periods of time solely for the purpose of punishment.
- j. Excessive withholding of emotional response or stimulation.
- k. Exclusion of a Consumer from entry to the residence except in accordance with the written agency policy.

**E. Reporting Requirements:**

- 1. All contracted, licensed or certified agency, or individual is designated by law as a **mandatory reporter** and is responsible to document and report abuse including but not limited to, sexual abuse or sexual exploitation, neglect, maltreatment and exploitation as outlined in this Code and cooperate fully in any resulting investigation. **Failure to report may result in legal prosecution.**
  - a. Any person will immediately report abuse, sexual abuse and sexual exploitation, neglect, maltreatment and exploitation by contacting the DDR Owner/Executive Director.
  - b. All persons will immediately report abuse using an incident report form. See incident reporting section below for details.
  - c. All reports and documentation made regarding situations of abuse, sexual abuse and sexual exploitation, neglect, and exploitation will be made available upon request, or with court order when required by federal regulations, to appropriate Division of Developmental Disabilities personnel and law enforcement.
  - d. All injury to Consumers (explained or unexplained) shall be documented in writing and immediately reported to DDR's Owner/Executive Director.

**306 Confidentiality**

The protection of confidentiality of Consumer and business information is vital to the interests and success of DDR. Such "Proprietary and Confidential Information" includes, but is not limited to, information (including information created by the DSP), which is not generally known about DDR or its business. This includes, but is not limited to, information regarding the Consumers, their Responsible Persons and their support teams; current and past DSPs of DDR; DDR policies, procedures, forms, finances, business plans, and databases, any and all correspondence, existing or potential Consumer lists, ISP's, marketing, training, educational, and any other materials, including copies made by or for Employees, either furnished to Employees by DDR, or otherwise coming into the hands of Employees, are proprietary and confidential business documents and property of DDR. All Proprietary and Confidential Information includes hard copy or electronic format. This confidentiality is perpetual and has no expiration date, even upon separation of employment.

DSPs agree to maintain all Proprietary and Confidential Information, and, except as necessary and/or unless authorized by DDR, in conjunction with their work for DDR, to not copy, make notes of, divulge to anyone outside DDR or use any of the Proprietary and Confidential Information for their own or another's benefit, either during or after the term of their position with DDR. DSPs agree to not knowingly dispense such information to any outside party unless authorization has been granted. This could include other employees who do not have the right to know such information. This includes the forwarding of emails and/or any documents via electronic transfer. Any breach shall be considered a violation of this policy and could be a violation of state and federal law.

Any Employee who improperly uses or discloses Proprietary and Confidential Information will be subject to disciplinary action, up to and including termination.

**307 Non-Solicitation**

DSPs shall not, during employment and for a period of six months after termination of employment, solicit or entice any of DDR's Employees to leave DDR's employ. Nor shall DSPs solicit or entice any of DDR's Consumers (or their families or representatives) to take their business elsewhere during the same period.

### **308 Termination/Return of Equipment**

Upon request of DDR, and upon termination of the position, the DSP will promptly surrender and deliver to DDR (and will not keep in their possession or deliver to anyone else) and agree not to use any Proprietary and Confidential Information, records, data, notes, reports, correspondence, financial records, checkbooks, receipts, ledgers, petty cash, keys, documents, any computer-related items specific to the operations of DDR (i.e. source code, hardware, electronic documents) or any property of DDR, including, but not limited to, fire extinguisher, first aid kit, any personal protective equipment, clothing, name tags and any other property given to the DSP during their employment. All property must be returned to DDR immediately upon termination of employment. DDR will deduct from the final paycheck the value of any unreturned or damaged property.

### **309 Providing Services in the Direct Support Professional's Home**

DSPs are prohibited from providing services in their own homes unless the following documentation is currently on file with DDR:

- A. *Declaration of Household Members:* A list of persons living in the home of the DSP.
- B. *Fingerprint Clearance:* Every person living in the DSP's home over the age of 18 must have a current fingerprint clearance. This includes disabled individuals that are living in an Adult Developmental Home.
- C. *Life Safety Inspection:* A fire and safety inspection must be completed on the home and a copy of the clearance with the inspector's signature must be provided to DDR.
- D. *Disaster Plan:* The DSP must create a plan of action that will be followed in the event of a disaster.

DDR is not responsible for and will not reimburse for any costs incurred in the certification process.

### **310 Cancellations**

Although canceling a service is not encouraged, there may be times in the event of an emergency when the DSP cannot make their scheduled shift. IT IS NOT ACCEPTABLE TO BE A NO CALL/NO SHOW. If cancellation is unavoidable, the DSP should contact both the Consumer/guardian/Responsible Person and DDR's Owner/Executive Director. It is the DSP's responsibility to make ensure a backup is found. Canceling without attempting to secure a backup may result in disciplinary action, up to and including termination. Sending a cancellation message by email or text is prohibited. A DSP should speak by phone to the Responsible Person about the cancellation. If the Consumer/guardian/Responsible Person is not available, a voice message may be left on the answering machine, voice mail or with a person other than the Responsible Person, but the DSP must continue to follow up until the Responsible Person is reached to make sure the message is received before the absence. If a DSP is unable to make the initial and/or follow-up calls personally, a responsible family member may do so (or if the DSP does not have a family member available to do this, the DSP should contact DDR's Owner/Executive Director to make the call).

### **311 No Call/No Show**

If the DSP does not show up for a scheduled shift and does not contact DDR's Director, the DSP is subject to disciplinary action, up to and including termination. Failure to call and /or show up for work is VERY serious because the Consumer's safety and well-being could be jeopardized.

### **312 Backups**

DDR will maintain a backup list in the event that cancellation of a service is necessary. DSPs will have the opportunity to be placed on this backup list, but since the day or time that a backup will be needed cannot always be anticipated, please think carefully about your availability before offering your name for the list. DSPs will be paid \$14.00/hour to serve in this capacity. The definition of backup service is for those cancellations that occur within 48 hours of the original need.

DSPs must be trained in all of the following areas: CPR, First Aid, Article IX, Autism, seizures, CIT Levels 1 and 2, RSP, HAH, ANC, and any other training as required by DDR, and also must be a driver (to transport Consumers).

In order to be considered a backup DSP in “good standing,” a DSP must not have any gaps in services (cancellation in services or a no-show) for Consumers. If a backup DSP has a gap, they will be removed from the backup list.

### **313 Pay Rates**<sup>\*1</sup>

A pay rate assignment criterion has been established and each DSP will be assessed as to which Level they will be assigned based on this criteria. DSPs will be required to sign a pay rate assignment acknowledgement. The assigned level and the pay rate may be modified from time to time based on information that is available to DDR. The DSP understands that an assigned pay rate is neither guaranteed nor permanent.

Minimum experience required to work with persons with developmental disabilities through a DDD Qualified Vendor is three (3) months.

Experience includes, but is not limited to:

- a) Currently working as a DDD DSP, either with another agency or as an independent DSP directly with the state.
- b) Volunteer work with entities such as Special Olympics, MASD, The Arc of Tempe, city adaptive programs, ARCH, etc.
- c) Special education work (this must include "hands-on" work, as determined by DDR).
- d) Other, as deemed appropriate by DDR.

***\*1 Please note the pay rates in Sections 401 A-D represent a 7% reduction from the previous published rates due to the 10% pay cut DDR received from DDD effective May 25, 2009. These pay rates are in effect June 1, 2009.***

- A) Respite Hourly Pay Rate (RSP) - DDR pays a multiple rate for Respite, Hourly and up to three (3) Consumers may be served at the same time.

	One Consumer	Two Consumers	Three Consumers
<b>Level I</b>	\$7.44	\$9.77	\$11.86
<b>Level II</b>	\$8.37	\$10.70	\$12.79
<b>Level III</b>	\$9.30	\$11.63	\$13.72

- B) Attendant Care Hourly Pay Rate (AFC/ANC) - DDR pays one hourly rate for Attendant Care and only one (1) Consumer may be served at a time (there MAY be exceptions to this, which will only be authorized by DDR).

<b>Level I</b>	\$8.37
<b>Level II</b>	\$9.30
<b>Level III</b>	\$10.23

- C) Habilitation Hourly Pay Rate (HAH) - DDR pays one hourly rate for Habilitation and only one (1) Consumer may be served at a time (there MAY be exceptions to this, which will only be authorized by DDR).

<b>Level I</b>	\$9.30
<b>Level II</b>	\$10.23
<b>Level III</b>	\$11.16

- D) Habilitation, Individually Designed Living Arrangement Hourly Pay Rate (HAI/HID)

<b>Level I</b>	\$7.44
<b>Level II</b>	\$8.37
<b>Level III</b>	\$9.30

## E) Respite, Daily Pay Rate (RSD)

Respite, Daily is authorized and billed when the TOTAL respite need exceeds 12.75 hours (consecutive or non-consecutive) in a calendar day<sup>\*2</sup>. Since DDD's Respite, Daily pay rates fall below what DDR's DSPs are paid, when averaged over 24 hours, **all DSPs who work with a Consumer receiving RSD in a calendar day are paid the current minimum wage per hour for ALL HOURS worked that day.**

<sup>\*2</sup>A calendar day is a 24-hour stretch of time that begins at midnight and ends at 11:59 p.m. on the same day.

	One Consumer
<b>Level I</b>	\$7.35
<b>Level II</b>	\$7.35
<b>Level III</b>	\$7.35

A DSP is required to immediately notify DDR when a request is made by a Consumer/guardian/Responsible Person for more than 12.75 hours of Respite in a calendar day. Many times DDR can work with DSPs and the Consumer/guardian/Responsible Person to schedule hours appropriate for the care and the need, **but this must be done in advance.** If billing is received by one or more DSPs and the total hours exceed 12.75 in a calendar day for the same Consumer, and DDR did not previously authorize RSD, the billing will be held until the RSD authorized is received from DDD, at which time, the billing will be processed at the next pay period.

**PLEASE NOTE: Attendant Care and Habilitation services cannot be billed when RSD is utilized.** DDD considers RSD as 1 unit equal to 24 hours of RSP. This means that when a Consumer uses more than 12.75 hours in one calendar day, 24 hours of RSP are deducted from that Consumer's total hours, **EVEN IF LESS THAN 24 HOURS ARE BEING USED.**

### **Training Pay Rate**

All time spent in training as required by DDR will be paid at the current minimum wage rate.<sup>21</sup>

### **314 Time Sheets/Authorization to Work**

DDR will email the DSP a Time Sheet/Authorization to Work stating what service, the number of hours, and the dates of service that a DSP is authorized to provide to a Consumer. It is the DSP's responsibility to carefully review the authorization so that hours served are not exceeded. Any hours worked beyond the authorized will not be compensated. **If the Consumer wants a DSP to provide additional services, and/or hours, the DSP must receive authorization from DDR BEFORE being able to do so. It is the Consumer/guardian/Responsible Person's responsibility to notify DDR of the change in service delivery.** If DDR approves the additional services and/or hours, DDR will email the DSP a new or updated Time Sheet/Authorization to Work.

All DSPs are required to promptly submit time sheets that reflect the actual time worked. **Time sheets that are submitted late or are incomplete may delay payment.** *DSPs are to confirm receipt of time sheets, via email.* Complete and accurate time sheets include the following: USING BLACK INK, date in, time in, AM/PM, date out, time out, AM/PM, hours worked, location code (i.e., 12 for in the Consumer's home, 33 for in the DSP's home, and 99 for all other places – location changes must be entered separately with corresponding times), Consumer/guardian/Responsible Person FULL signature and DSP signature. The time sheet must be signed or initialed by the Consumer EACH DAY or SHIFT the DSP provides as well as in the bottom signature block. All pages submitted are to be numbered (1/4, 2/4, etc.) in the top right-hand corner of the time sheets to ensure all pages are received and payment is accurate.

**Your Start time (Time In) is the time you ARRIVE at the Consumer's home** (not the time you leave YOUR home).

<sup>21</sup> Arizona Minimum Wage Act  
C002 04/11

**Your Stop time (Time Out) is the time you STOP PROVIDING services** to that Consumer. It is OK and a good idea to briefly and adequately tell the parent/guardian/Responsible Person about the Consumer's day, but it is strongly recommended that you leave the home shortly thereafter. (You are not to add this time to your time sheet.) However, if there are significant concerns that need to be addressed, you may add this time to your time sheet. If this is the case, this is probably cause to notify DDR's Owner/Executive Director that follow-up and/or an ISP meeting should occur.

If a DSP is providing habilitation, data sheet(s) for this service must be received at month-end. **If these are not received, the habilitation time sheet(s) will not be processed with that pay period.** Upon receipt of the habilitation data sheet(s), the time sheet(s) will be processed at the next pay period. These must be completed accurately, signed and dated or payment may be delayed. Completion includes the success percentage calculation and comments.

If a DSP's time sheet contains errors, DDR will process ONLY the correct entries. A description of the error(s) will be sent to the DSP to review and submit a corrected time sheet(s). Corrected time sheet(s) are due by the 10<sup>th</sup> and 25<sup>th</sup>. If the time sheet contains an overlap or duplication with another DSP, a description of the error(s) will be emailed to both DSPs to review. DSPs may wish to consult with one another to reconcile the correction. All affected entries will NOT be paid for BOTH DSPs. The DSP who has the error must submit a corrected time sheet. The other DSP must submit another time sheet with just the affected entry(ies). All re-submitted time sheets must also be signed by the Consumer/Responsible Person and must be marked with the word CORRECTION at the top of the page.

### **315 Documentation Requirements**

DSPs are responsible for accurately completing certain documentation, including, but not limited to, time sheets, monthly data sheets, Consumer information. There are timelines in which DDR requires this documentation returned. DDR is bound by its contract with DDD and can be bound by other legal means to obtain, track, log and submit documentation to various sources. DDR also has timelines to meet. It is the responsibility of DSPs to meet the timelines established by DDR to submit documentation. Failure to meet these timelines may result in disciplinary action, which may be communicated to the Consumer. It is also the responsibility of the DSP to insure they are using the most current documentation (e.g. time sheets and habilitation data sheets). DSP's must understand that accurate and complete documentation is part of the job description and is not negotiable. Consumers may be made aware of these requests, especially in cases when multiple requests have been made and a significant time has lapsed from initial request. If the DSP is suspended due to not complying with requests and timelines, the Consumer may endure a hardship. This could also cause a bad reflection on the DSP by the Consumer. DSPs are expected to take a proactive and positive approach in regards to the documentation of the Consumer(s) they are providing services to and of the requirements of DDR/DDD.

### **316 Training**

Specific training requirements, including timelines, are required by AZ DES/DDD and by DDR. Additional training may be required or necessary, depending upon individual Consumer needs, or as deemed appropriate by DDR. All required training is to be completed prior to the start of services. Hard copies of training certificates or proof of completion documents, with expiration dates visible, will be provided to DDR for the personnel file where applicable.

DSPs will attend required trainings including but not limited to a general orientation, Article 9, Habilitation, Client Intervention Techniques, CPR, First Aid, Bloodborne Pathogens and Defensive Driving. The trainings will include review of DDR policies and procedures, terms and conditions related to employment, understanding and implementation of Individual Support Plans (ISPs), additional health and safety training for preventing communicable disease transfer, incident reporting, neglect and abuse, managing inappropriate behaviors, medication administration, billing documents and pay schedules. All training will be completed before the DSP may work with Consumers or submit billing. DDR reserves the right to make exceptions on a case-by-case basis.

All initial required training must be completed no later than ninety (90) calendar days from the date of hire and will be documented in DSP personnel records. Renewal trainings for DSPs must be completed **AND** DDR must receive a copy of the renewed certificate BEFORE the expiration of the current certification to remain eligible to work. Failure to complete these steps will result in suspension. Any hours worked during a suspension time will not be paid. The DSP's employment will be reinstated upon DDR's receipt of the renewal documentation.

Trainings scheduled by DDR are provided to the DSP at no cost. All training certificates will be owned by DDR with no copies available to the DSP, or to other entities (prospective or not) for the benefit of the DSP. If the DSP wishes to own the original certificate after completion of training, the DSP will reimburse DDR for the cost of the training (to not include the minimum wage training time pay). Upon receipt of the reimbursement (must be in cash), DDR will provide the DSP with the original of the certificate, keeping a copy of it for DDR's files. If the DSP is unable to attend the trainings that DDR schedules, the DSP may secure training with another, approved organization (see Note below), at the DSP's expense. No reimbursement by DDR will be available. In this case, the DSP will own the training certificate. A copy must be provided to DDR as proof of training. DSPs will be paid the current minimum wage hourly rate to attend the trainings.

DDR reserves the right to impose new trainings, as deemed necessary. All new training must be completed within the given timeline. Failure to meet the given timeline will result in suspension of employment.

**NOTE: The Division of Developmental Disabilities recognizes agencies affiliated with the following national curriculums and CPR and First Aid certifications will only be accepted from American Heart, American Red Cross, National Safety Council, Save a Life, Medic Alert, American Safety & Health Institute (ASHI). Classes must be completed with an approved instructor, with classroom instruction. Online certifications/organizations are not acceptable.**

DSPs will be required to attend an individual orientation with their Consumer and the Consumer's guardian/responsible person. The individual orientation will consist of a review of Consumer behaviors and specific needs such as assistive devices, equipment and any language/communication needs, identification of health and safety needs (medications, dietary needs, allergies, seizures), and any scheduling of additional training if needed. A copy of the Consumer's Consumer Health and Safety Orientation form will be provided to the DSP. All documents supporting the service being provided will also be reviewed and clarified. DSPs are encouraged and may be requested to attend ISP meetings. If requested to attend an ISP meeting, DSP will be paid at their current single hourly rate for the time in attendance at the meeting.

### **317 Initial Fingerprint Clearance Reimbursement Policy**

All Employees requiring initial fingerprint clearance will be required to incur the \$69.00 cost initially and to produce to DDR a photocopy of the card upon receipt. Employees will also be required to incur the cost of getting the fingerprints rolled. Employees who have submitted six (6) **consecutive** months of billing from the date of clearance card issuance will be eligible for reimbursement for the \$69.00 fee and up to \$10.00 for rolling of the prints.

Requests for reimbursement of initial fingerprint fee (\$69.00) and fingerprint rolling (up to \$10.00) must be received in writing and accompanied by receipts for approval. Reimbursements will be paid at the month-end pay period, or within thirty (30) days of receiving proper documentation of approved request. Reimbursement requests will only be honored within six months of eligibility (unless extenuating circumstances apply).

### **318 Renewal Fingerprint Clearance Reimbursement Policy**

All fingerprint renewal fees will be paid by DDR in the amount of \$69.00 and up to \$10.00 for rolling of the prints. If the Employee is employed by more than one agency or other employer who also requires a fingerprint card, DDR will pay only the cost of these fees divided by the number of agencies or employers requiring fingerprint clearance. The Employee must submit a copy of the receipt(s) to DDR for the reimbursement to be approved. Reimbursements will be paid at the month-end pay period, or within (30) days of receiving proper documentation of approved request. Reimbursement requests will only be honored within six months of eligibility (unless extenuating circumstances apply).

### **319 Equipment**

DDR will provide to each DSP a First Aid kit, a fire extinguisher (if a driver), a key chain containing a CPR shield and a pair of gloves, and particle respirators (masks). A \$25 refundable deposit is required from the DSP at orientation to cover the costs of the equipment should the DSP abandon their employment. The deposit must be in the form of cash. A DSP may submit, in writing, a request for the \$25 deposit to be refunded upon submitting three (3) consecutive months of

billing. Reimbursement requests will only be honored within six months of eligibility (unless extenuating circumstances apply).

### **320 Transportation**

Transporting Consumers in personal vehicles is permitted, provided certain requirements have been completed. Driver eligibility includes:

- valid Arizona driver's license
- valid Arizona vehicle insurance, listing the DSP as an insured (with limits as outlined below)
- valid Arizona vehicle registration, listing the DSP as a registered owner
- copy of Arizona Motor Vehicle Records or sign a consent to release the MVR to DDR or DDR's insurance agent of record
- no more than two (2) moving violations in the past three (3) years
- no more than one (1) at-fault accident in the past three (3) years
- no felony convictions involving use of a motor vehicle
- DDR reserves the right to require DSP to take a defensive driving class
- DDR reserves the right to deny any DSP permission to transport a Consumer for any reason

DDR reserves the right to restrict the DSP's authorization to provide transportation, should the Motor Vehicle Record indicate excessive incidents relevant to job performance and liability risk, or if otherwise deemed necessary. Motor Vehicle Records will be examined annually. Should the DSP receive a moving violation or be involved in an accident, a copy of the documentation related to the incident will be provided to DDR. DDR reserves the right to require the DSP operating the vehicle to undergo a drug test, at DDR's expense, and provide any documentation as requested by DDR.

Written verification of insurance on each transporting vehicle that meets \$100,000 / \$300,000 liability limits is required prior to transporting any Consumer. Renewal insurance cards, declarations page and registration must be received by DDR BEFORE the expiration of the current documents to remain eligible to work. If there is a lapse in your vehicle insurance policy period, or vehicle registration is renewed past the due date, no exceptions will be made to this policy EVEN if you are only providing services to the Consumer in their home. Failure to complete these steps will result in suspension. Any hours worked during a suspension time will not be paid. The DSP's employment will be reinstated upon DDR's receipt of the renewal documentation.

A vehicle maintenance check will be conducted annually and vehicles are required to be maintained accordingly. DDR reserves the right to perform random inspections of the DSP's vehicle for compliance. A copy of the Consumer Health and Safety Orientation form must be carried for each Consumer at all times during all hours billed.

DSPs are NOT permitted to transport any friends of a Consumer or family members of a Consumer with the exceptions of the Consumer's parent, guardian or Responsible Person. Only Consumers receiving services through the Arizona Department of Economic Security/Division of Developmental Disabilities and their parent, guardian or Responsible Person can be transported by DSPs who are authorized to drive Consumers in approved vehicles.

### **321 Insurance**

All Consumers are covered by two million dollars (\$2,000,000) in general liability at all times. DSPs and their vehicles are covered by one million dollars (\$1,000,000) excess auto liability limits. DSPs are required to obtain limits of \$100,000 each person/\$300,000 each accident – Bodily Injury Liability – as the primary insurance coverage, and provide a photocopy of their insurance policy declarations page showing the 100/300 limits to DDR prior to transporting any Consumer. DSPs are encouraged to obtain a general liability policy in addition to the above required coverage.

In the event a DSP is involved in a motor vehicle accident while operating a private vehicle for work-related reasons, the DSP's personal insurance policy will be designated as the primary insurance carrier to cover the loss.

**Please note that auto insurance companies in the state of Arizona have the right to refuse any claim in which a personal vehicle has been used for commercial purposes. DDR advises that all DSPs look into a commercial**

**automobile liability policy to cover themselves and their vehicles in the event of an auto accident while providing contracted services.**

### **322 Worker's Compensation Insurance**

All Employees are hereby notified that this employer has complied with the provisions of the Arizona Workers' Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all the rules and regulations of The Industrial Commission of Arizona made in pursuance thereof, and has secured the payment of compensation to Employees by insuring the payment of such compensation with SCF of Arizona.

All Employees are hereby further notified that in the event they do not specifically reject the provisions of the said compulsory compensation law, they are deemed by the laws of Arizona to have accepted the provisions of said law and to have elected to accept compensation under the terms thereof; and that under the terms thereof Employees have the right to reject the same by written notice thereof prior to any injury sustained, and that forms for such notice are available to all Employees at the office of this employer.

#### *A. Work Exposure to Bodily Fluids*

Employees are notified that a claim may be made for a condition, infection, disease, or disability involving or related to the Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS), or Hepatitis C within the provisions of the Arizona Workers' Compensation Law, and the rules of The Industrial Commission of Arizona. Such a claim shall include the occurrence of a significant exposure at work, which generally means contact of an Employee's ruptured or broken skin or mucous membrane with a person's blood, semen, vaginal fluid, surgical fluids) or any other fluid(s) containing blood. **AN EMPLOYEE MUST CONSULT A PHYSICIAN TO SUPPORT A CLAIM.** Claims cannot arise from sexual activity or illegal drug use.

Certain classes of Employees may more easily establish a claim related to HIV, AIDS, or Hepatitis C if they meet the following requirements:

1. The Employee's regular course of employment involves handling or exposure to blood, semen, vaginal fluid, surgical fluid(s) or any other fluid(s) containing blood. Included in this category are health care DSPs, forensic laboratory workers, fire fighters, law enforcement officers, emergency medical technicians, paramedics and correctional officers.
2. **NO LATER THAN TEN (10) CALENDAR DAYS** after a possible significant exposure which arises out of and in the course of employment, the Employee reports in writing to the employer the details of the exposure as provided by Commission rules. Reporting forms are available at the office of this employer or from the Industrial Commission of Arizona, 800 W. Washington, Phoenix, Arizona 85007, (602) 542-4661 or 2675 E. Broadway, Tucson, Arizona 85716, (520) 628-5188. If an Employee chooses not to complete the reporting form, that Employee may be at risk of losing a prima facie claim.
3. **NO LATER THAN TEN (10) CALENDAR DAYS** after the possible significant exposure the Employee has blood drawn, and **NO LATER THAN THIRTY (30) CALENDAR DAYS** the blood is tested for **HIV OR HEPATITIS C** by antibody testing and the test results are negative.
4. **NO LATER THAN EIGHTEEN (18) MONTHS** after the date of the possible significant exposure at work, the Employee is retested and the results of the test are HIV positive or the Employee has been diagnosed as positive for the presence of HIV, or **NO LATER THAN SEVEN (7) MONTHS** after the date of the possible significant exposure at work, the Employee is retested and the results of the test are positive for the presence of Hepatitis C or the Employee has been diagnosed as positive for the presence of Hepatitis C.

### **323 Smoking**

**DSPs are NOT permitted to smoke, under any circumstances, during a shift with a Consumer.**

According to the Smoke-Free Arizona Act (Arizona Statute 36-601.01.), section A.7. defines "places of employment" as including private residences when used as a child care, adult day care, or health care facility. DDR recognizes Consumers' homes and DSP-certified homes as child care/adult day care/health care facilities. To take a "smoke break"

while serving a Consumer in his/her home or the DSP's certified home would mean the DSP would have to go off the property. A "smoke break" in a "public place" with the Consumer (in the community) would require going outside/away from the activity/event. Both of these scenarios would leave the Consumer unattended or subjected to second-hand smoke, and are not in the Consumer's best interest for safety or health.

According to the Smoke-Free Arizona Act guidelines, DDR will provide Consumers a 4" x 6" No-Smoking sign to post in their home entryway.

A DSP found smoking during a shift will be subjected to disciplinary measures up to and including termination. In addition, the law may be enforced by the Arizona Department of Health Services and civil penalties may be levied in the amount of \$100-\$500 per violation. A Consumer, family member or Responsible Person may report a violation by filling out an online form at <http://www.smokefreearizona.org/submit-complaint.asp>. Complaints may be made anonymously; however, in order for disciplinary measures to be taken by DDR, it is necessary to file an incident report with DDR as well.

Vehicles of transporting DSPs are considered non-owned, non-hired vehicles covered under DDR's insurance policy, and, as part of the place where business is conducted, are required to display a Smoke-Free Arizona Act window sticker provided by DDR, when conducting business as a DDR DSP. This sticker may be used as a free-hanging notice from the rearview mirror.

DSPs who want to quit smoking may contact the following links to obtain information about programs that are available free of charge through the Smoke Free Arizona program:

- Arizona Smokers' Helpline 1-800-556-6222
- [www.ashline.org](http://www.ashline.org)

For general information about the Smoke-Free Arizona Act, visit <http://www.smokefreearizona.org>.

### **324 Drug Testing**

DDR is committed to providing a safe, efficient, drug free, and productive workplace. To help ensure a safe and healthful workplace, applicants and Employees must consent to submit a sample of urine and/or blood for chemical analysis. Trained personnel at independent facilities qualified to perform these services will conduct the sample collection and analysis, at DDR's expense. A documented chain of specimen custody exists to assure the identity and integrity of specimens throughout the collection and testing process.

The purpose of this analysis is to determine the absence or presence of drugs or alcohol. If the test results indicate the presence of drugs and/or alcohol, the DSP may be subject to disciplinary action up to and including termination and/or withdrawal of offer of employment. DSPs may submit medical documentation of lawful use of an otherwise controlled substance, including prescription drugs.

Employees have the right to request test results as well as the right to have positive test results explained confidentially. A refusal to participate in drug testing may result in disciplinary action up to and including termination.

### **325 Incident Reporting**

DSPs are required to complete an incident report in the event that an incident occurs, which could potentially impact the health and well-being of an individual being served by DDR or in the community. All incidents will be treated with attention to detail to ensure the safety and well-being of those involved.

Incidents include, but are not limited to:

- a) death of individual;
- b) potentially dangerous situations due to neglect of the individual;
- c) allegations of sexual, physical, programmatic, verbal/emotional abuse;
- d) suicide threats and attempts;

- e) individual missing;
- f) accidental injuries which may or may not result in medical intervention
- h) violation of an individual's rights
- i) provider and/or member fraud;
- j) complaints about a community residential setting, resident or the licensee;
- k) allegations of inappropriate sexual behavior;
- l) use of behavior management techniques not part of a behavior treatment plan;
- m) theft or loss of individual's money or property;
- n) use of emergency measures;
- o) medication errors such as:
  - waste of medications;
  - giving medication to the wrong individual;
  - wrong method of medication administration;
  - wrong dosage administered; or
  - missed medications.
- p) community disturbances in which the individual or the public may have been placed at risk;
- q) circumstances which pose a threat to health, safety or welfare of individuals such as loss of air conditioning, loss of water or loss of electricity;
- r) unplanned hospitalization or emergency room visit in response to a illness, injury, medication error;
- s) unusual weather conditions or other disasters resulting in an emergency change of operations;
- t) DSP drug use;
- u) DSP violating no-smoking policy.

**Note:** Fraudulent billing will be reported in an incident report.

***If the incident is of a life-threatening nature or a medical emergency, appropriate medical personnel or authorities should be notified immediately.***

When an incident involving one or more DDR Consumers occurs, the DSP will take the following steps:

1. DSP should assess the level of severity and determine what method of first notification is appropriate (i.e., calling 911, DDR's Owner/Executive Director, colleague, etc.)
2. DSP should make sure the involved parties are all right and contact the appropriate entities if necessary (i.e., performing CPR or First Aid, calling 911, intervene, etc.)
3. Call DDR's Owner/Executive Director as soon as possible following the incident and notify of any corrective action
4. Notify the Consumer's guardian/Responsible Person (depending on the incident, DDR's Owner/Executive Director may do this)
5. Note the timelines of occurrences as accurately as possible
6. Write the incident report
7. Provide the incident report to DDR as soon as possible, **but no later than within 24 hours**

DDR expects that the DSP will use common sense when evaluating if an incident report is necessary. If in doubt, DDR expects that the DSP will contact the Owner/Executive Director to discuss or complete and submit an incident report. Incidents may occur which involve parties other than Consumers. Again, common sense should be used in evaluating the appropriateness of completing an incident report. In the event the incident involves anyone other than a Consumer, the report will be provided as required and followed up within the timeline.

Certain people, such as medical professionals, psychologists, social workers, Support Coordinators, peace officers and other people who have the responsibility for the care of a child or a vulnerable adult, including Direct Support Professionals, are designated by law as **mandatory reporters**. As **mandatory reporters**, DSPs are required to report any and all behavior towards individuals with developmental disabilities that constitute abuse, neglect or any of the incidents listed above.

DDR's procedure/timelines

DDR's Owner/Executive Director must report all incidents within 24 hours of occurrence to the Support Coordinator and guardian/Responsible Person. If a Support Coordinator is unavailable, the District I After Hours Incident Reporting line will be utilized (602.375.1403). (Note: Callers to the District I After Hours Incident Reporting line must say they are a District I provider needing to speak with the District I After Hours staff (to report an incident) for switchboard routing purposes.) All paperwork is to be completed and submitted within one (1) working day of incident (if the incident occurs on a Friday night, Saturday or Sunday, the report must be completed and submitted by Monday morning). Reports should be faxed or hand delivered to DDR's Owner/Executive Director, who will also serve as the Incident Management Liaison with DDD's investigation team. The Owner/Executive Director will conduct a Fact-Finding/Investigation of the incident and take the necessary steps for resolution and future prevention of the situation. A copy of the incident report is provided to the Consumer's guardian/Responsible Person with a copy going to the Consumer's Support Coordinator, all within two (2) business days of the incident. A copy of the report will be maintained in the appropriate file(s) at DDR. The privacies/identities of the parties will be protected as deemed necessary.

### **326 Safety**

To assist in providing a safe and healthful work environment for Employees and Consumers, DDR has established a workplace safety program. This program is a top priority for DDR. Its success depends on the alertness and personal commitment of all.

DDR provides information to Employees about workplace safety and health issues through regular internal communication channels and extensive training.

Each Employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the Owner/Executive Director. Employees who violate safety standards, who cause hazardous or dangerous situations, who fail to report, or where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.<sup>22</sup>

In case of accidents that result in injury, regardless of how insignificant the injury may appear, Employees should immediately notify the Owner/Executive Director. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

### **327 Illness**

The health and well-being of all Consumers and DSPs is important to DDR. Therefore, it is asked that Consumers and DSPs give each other the courtesy of not spreading illnesses and cancel is either has illnesses such as:

- Fever of more than 100 degrees
- Diarrhea
- Vomiting
- Inflammation
- Eye infection
- Heavy nasal discharge (green or yellow)
- Contagious rash

If a DSP is concerned that a Consumer may be in bad health, this must be communicated to the DDR's Owner/Executive Director immediately, so steps can be taken for medical attention.

DSPs who are suffering from illness are encouraged to inform DDR's Owner/Executive Director immediately, to find coverage or determine if the illness is severe enough to endanger the health of the Consumers.

- Symptoms of influenza-like illness include fever (100 degrees Fahrenheit or 38 degrees Celsius) or chills and a cough or sore throat. Other signs include runny nose, body aches, headache, diarrhea and vomiting.

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<sup>22</sup> OSHA 29CFR1910

- DDR may insist that sick DSPs stay home if they have flu-like symptoms. Sick DSP should remain at home for at least 24 hours after they no longer have a fever or signs of fever (chills, warm feeling, flushed appearance or sweating). DSPs should be fever-free for at least 24 hours without the use of fever-reducing medications.
- If a DSP becomes sick while on their shift, they should notify the DDR's Owner/Executive Director immediately so that coverage can be arranged for the remainder of the shift.
- If a DSP is examined by a medical professional and instructed to not work, supporting documentation must be obtained and submitted to DDR within 3 business days. The documentation should include a return-to-work date, or an indication as to whether a follow-up appointment is needed before clearance.
- If antibiotics are prescribed, DSPs are not allowed to return to work until the medication has been taken for a minimum of a full 24 hours, or according to the medical professional's instructions.
- Upon returning to work, DSPs should take care to minimize the spread of viral or bacterial germs by coughing and/or sneezing into one's elbow, disposing of used tissues securely, refraining from touching skin/eye areas that have been infected and, most importantly, washing hands frequently. Hand soap and alcohol-based hand sanitizer should be used frequently by the DSP.
- DSPs are encouraged to get flu shots when vaccines are available.
- When in doubt, it may be best to cancel services so that illnesses are not spread.

### **328 Children at Work**

DDR's DSPs may NOT bring their own personal children to work. The EXCEPTIONS are:

1. DSPs who have their home certified and provide services to Consumers in the DSP's home, the DSP is permitted to have their children accompany the DSP and Consumer when providing services to the Consumer in the community.
2. Parent and sibling DSPs are permitted to have their children accompany the DSP and Consumer when providing services to the Consumer in the community.

### **329 Workplace Violence**

DDR's goal is to maintain a workplace free from intimidation, threats, or violence. This includes, but is not limited to, intimidating or threatening behaviors, physical or verbal mistreatment, vandalism, sabotage, use of weapons, carrying weapons onto company property, or any other act which, in management's opinion, is inappropriate to the workplace. In addition, DDR does not tolerate bizarre or offensive comments regarding violent events, even if made in jest, and/or bizarre or offensive behaviors. DDR prohibits the use of company property, such as vehicles, telephones, fax machines, or e-mail in threatening or inappropriate ways.

Consumers who feel that they have been subjected to any of the behaviors listed above should immediately report the incident to DDR's Owner/Executive Director. Complaints will receive prompt attention and the situation will be investigated. Confidentiality will be maintained to the greatest extent possible. Based on the results of the investigation, management will take disciplinary or other actions as appropriate.

DDR does not tolerate retaliation in any form for making a complaint or participating in the investigation of a complaint. Consumers who believe retaliation is occurring should follow the reporting procedure described above.

### **330 Complaints/Grievances**

Anyone may file a complaint/grievance. The complaint/grievance handling timeline is 48 hours to contact and discuss with offending party and five (5) business days to resolve. The offended party will complete and submit to the Owner/Executive Director a complaint/grievance form. The Owner/Executive Director will contact the offended party to discuss the point of conflict. Within 48 hours the Owner/Executive Director will contact the offending party to discuss the complaint/grievance, upon which the pertinent comments are recorded on the complaint/grievance form. The Owner/Executive Director will then determine the next point of action to be taken within five (5) business days of initial complaint/grievance submission. This may include, but is not limited to, a meeting of the involved parties, an immediate resolution by the Owner/Executive Director, termination of the Direct Support Professional or Consumer, adjustment of resources, or in extreme cases, contacting the appropriate authorities.

There may be exceptions to this procedure in certain instances, including harassment and/or discrimination.

### **331 Progressive Discipline**

The purpose of this policy is to state DDR's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

DDR's own best interest lies in ensuring fair treatment of all Employees and in making certain that disciplinary actions are prompt, uniform and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence and prepare the Employee for satisfactory service in the future.

Although employment with DDR is at-will, DDR may use progressive discipline at its discretion.

Disciplinary action may call for any of six steps: verbal warning, letter of concern, written warning, probation, suspension or termination of employment depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

### **332 Term of Employment**

The DSP employment relationship may be terminated at will at any time, with or without cause, either by DDR or the DSP.

All final billing documents must be submitted to DDR within ten (10) days of the termination date; final payment will be sent, minus any previously agreed upon fees, reimbursements, or other similar transactions, at the next regularly schedule pay date.

## **SECTION 400 MISCELLANEOUS**

### **401 Informal Complaint Resolution with DDD**

The Consumer or his/her responsible person may not agree with the intended action. They may also have a complaint regarding an issue unrelated to a notice of intended action, such as a quality of care issue or problems related to communication or courtesy. Consumers and their responsible persons should be encouraged to discuss any problems or complaints with the Support Coordinator as soon as they arise. The Support Coordinator is responsible for reviewing and investigating complaints and attempting to resolve them informally before they reach the formal grievance stage. The Support Coordinator should contact DDD's District Program Manager (DPM) or designee to inform them of the informal resolution. If needed, the DPM or designee may assist in the informal resolution.

If no informal resolution to the problem is possible, the Support Coordinator should advise the Consumer or his/her responsible person of the process for filing a formal grievance, however, the Support Coordinator's responsibilities do not extend to preparing the document for the Consumer.

The Support Coordinator must document the Consumer's complaint, the Support Coordinator's attempts to resolve the complaint and the fact that the Consumer or his/her responsible person was advised of his/her right to file a grievance and the process for doing so. This documentation should be included in the case notes.<sup>23</sup>

### **402 Administrative Review with DDD**

If the Consumer or his/her responsible person does not wish to pursue informal resolution of his/her complaint, or the informal resolution process was not successful, a request for administrative review can be made. This request must be made within thirty-five (35) calendar days of the attempted informal resolution or written notice of intended action. If there was no informal resolution process or written notice, the Consumer or his/her responsible person has sixty (60) calendar days from the date of the initial problem to request an administrative review.

The request should be made in writing, either by letter or completion of a DES/DDD Health Care Issue Status form (DD-148, Appendix 2200.B) to the Office of Compliance and Review (OCR). Verbal requests can be made by calling OCR, but are not encouraged.

Whatever manner of request for a review is used, the following information must be given: Consumer's name, date of incident, address, identification number, birth date and health plan, if appropriate; responsible person's name, relationship and telephone number; Support Coordinator's name and telephone number; physician's name, if applicable; and statement of the nature of the complaint and the action requested.

All requests for administrative review should be sent to:

DES/DDD

Office of Compliance and Review

P. O. Box 6123, Site Code 791A

Phoenix, Arizona 85005

Review and investigation of the stated issues will be completed by OCR. OCR staff will submit a request for facts to the District office. Any documentation of the complaint/intended action must be returned to OCR within fifteen (15) calendar days.

OCR staff will then contact the Consumer or his/her responsible person, medical providers, service providers and/or District staff to obtain additional information. Relevant policies will be reviewed and Central Office staff will be consulted as necessary. Once the fact finding is complete, a written decision will be rendered to the Consumer or his/her responsible person within thirty (30) calendar days of receipt of the Consumer's administrative review request.

There will be no change in the Consumer's status or the services he/she receives while the administrative review is occurring. An exception may be allowed under certain circumstances, i.e., a Consumer may need additional services and/or care if necessitated by a change in health status.<sup>24</sup>

### **403 Consumer Choice**

In support of a Consumer-responsive service delivery system, the Division shall provide a Consumer or the Consumer's responsible person the opportunity to express and document their interest in utilizing services from a specific Qualified Vendor through the ISP process.

At the annual review of the ISP, the Consumer or the Consumer's responsible person may express a preference to utilize a different Qualified Vendor, without explanation. The Division shall accommodate the request to the extent appropriate and practical, as determined solely by the Division.

If the Consumer or the Consumer's responsible person expresses a preference to utilize a different Qualified Vendor between annual reviews of the ISP, the Consumer or the Consumer's responsible person must state in writing or must

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<sup>23</sup> 2203 DDD Policy and Procedures

<sup>24</sup> A.R.S. § 36-563, A.A.C. R6-6-1803, 2204 DDD Policy & Procedure

report to the Support Coordinator, for incorporation into ISP notes, the rationale for changing providers and a description of the opportunities given to the current Qualified Vendor to address the Consumer's concerns.

The Division shall accommodate the requested change if the Consumer and the current Qualified Vendor are unable to resolve the Consumer's concerns, the change is reasonable, and another Qualified Vendor, through the Vendor Call for Services process, or Individual Independent Provider indicates that it is available to provide services for the Consumer.<sup>25</sup>

#### **404 Health Insurance Portability and Accountability Act**

A Consumer/responsible person has the right to adequate notice of the uses and disclosures of protected health information that may be made by the Division and of the Consumer/responsible person's rights and the Division's legal duties with respect to the protected health information.<sup>26</sup>

##### *A. Uses and Disclosures of Protected Health Information - Where No Authorization Is Needed:*

Protected health information may be used and disclosed by the Division and others outside of the Division who are involved in a person's care and treatment when providing health care services to them. Protected health information may also be used and disclosed for the purpose of paying health care bills and to support the operations of the Division.

The following are examples of the types of uses and disclosures of protected health information that the Division is permitted to make. These examples are not meant to be exhaustive, but to describe the types of uses and disclosures that may be made by the Division.

1. Treatment:

The Division will use and disclose protected health information to provide, coordinate, or manage health care and any related services. This includes the coordination or management of a person's health care with a third party who has already obtained that person's permission to have access to their protected health information. For example, the Division would disclose protected health information, as necessary, to a health plan that provides care. The Division will also disclose protected health information to physicians who may be treating a person. Protected health information may be provided to a physician to whom a person has been referred to ensure that the physician has the necessary information to diagnose or treat them.

In addition, the Division may disclose protected health information to another physician or health care provider, e.g., a specialist or laboratory, who, at the request of a person's physician, becomes involved in their care, diagnosis or treatment.

2. Payment:

Protected health information will be used, as needed, to obtain payment for health care services. This may include certain activities that a health insurance plan may undertake before it approves or pays for the health care services the Division recommends for a person such as: making a determination of eligibility or coverage for insurance benefits; reviewing services provided to a person for medical necessity; and undertaking utilization review activities. For example, obtaining approval for a hospital stay may require that relevant protected health information be disclosed to the health plan to obtain approval for the hospital admission.

3. Healthcare Operations:

The Division may use or disclose, as needed, protected health information in order to support the business activities of the Division. These activities include, but are not limited to, quality assessment activities, employee review activities, training of staff, licensing, research, resolving grievances and conducting or arranging for other business activities.

For example, the Division may disclose protected health information to the Arizona Health Care Cost Containment System for quality assurance purposes or to obtain reimbursement for health care services provided.

The Division will share protected health information with third party "business associates" that perform various activities, e.g., residential services, day program services, home and community based supports

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<sup>25</sup> R6-6-2109 DDD Rule Reference Manual

<sup>26</sup> 1505.1 DDD Policy & Procedures Manual

and services, for the Division. Whenever an arrangement between the Division and a private business associate involves the use or disclosure of protected health information, the Division will have a written contract with the business associate that contains terms that will protect the privacy of your health information. If the business associate is required by law to provide the service, the Division will obtain written assurance that the entity or Consumer will safeguard the privacy of protected health information.

The Division may use or disclose protected health information, as necessary, to provide a person with information about treatment alternatives or other health-related benefits and services that may be of interest to the person. That person may contact the Division's Privacy Officer to request that these materials not be sent to them.

*B. Other Permitted and Required Uses and Disclosures That May Be Made Without Authorization or Opportunity to Object*

**The Division may use or disclose protected health information in the following situations without authorization. These situations include:**

1. **Required By Law:**  
The Division may use or disclose protected health information to the extent that the use or disclosure is required by law. The use or disclosure will be made in compliance with the law and will be limited to the relevant requirements of the law. The person will be notified, as required by law, of certain uses or disclosures.
2. **Public Health:**  
The Division may disclose protected health information for public health activities and purposes to a public health authority that is permitted by law to collect or receive the information. The disclosure will be made for the purpose of controlling disease, injury or disability. The Division may also disclose protected health information, if directed by the public health authority, to a foreign government agency that is collaborating with the public health authority.
3. **Communicable Diseases:**  
The Division may disclose protected health information, if authorized by law, to a person who may have been exposed to a communicable disease or may otherwise be at risk of contracting or spreading the disease or condition.
4. **Health Oversight:**  
The Division may disclose protected health information to a health oversight agency for activities authorized by law, such as audits, investigations and inspections. Oversight agencies seeking this information include government agencies that oversee the health care system, government benefit programs, other government regulatory programs and civil rights laws.
5. **Abuse or Neglect:**  
The Division may disclose protected health information to a public health authority that is authorized by law to receive reports of abuse or neglect. If the Division reasonably believes that a person has been a victim of abuse, neglect or domestic violence, the Division may disclose your protected health information to a government authority authorized to receive reports of abuse, neglect or domestic violence. This includes disclosures to Child Protective Services, Adult Protective Services, local law enforcement agencies and the Attorney General's Office. The information will be disclosed when the person agrees to the release of the information or the disclosure will be made consistent with the requirements of applicable federal and state laws including protections afforded a person to prevent serious harm.
6. **Food and Drug Administration:**  
The Division may disclose protected health information to a person or company required by the Food and Drug Administration to report adverse events, product defects or problems, biologic product deviations, or to track products; to enable product recalls; to make repairs or replacements; or to conduct post marketing surveillance, as required.
7. **Criminal Activity:**  
Consistent with applicable federal and state laws, the Division may disclose protected health information if a person is the victim of a crime or the Division believes that the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public. The

- Division may also disclose protected health information if it is necessary for law enforcement authorities to identify or apprehend a Consumer.
8. **Law Enforcement:**  
The Division may also disclose protected health information, so long as applicable legal requirements are met, for law enforcement purposes. These law enforcement purposes include:
    - a. legal processes as otherwise required by law;
    - b. limited information requests for identification and location purposes;
    - c. gathering information pertaining to victims of a crime;
    - d. suspicion that death has occurred as a result of criminal conduct;
    - e. gathering information in the event that a crime occurs at a person's residence; and
    - f. a medical emergency and it is likely that a crime has occurred.
  9. **Legal Proceedings:**  
The Division may disclose protected health information in the course of any judicial or administrative proceeding, in response to an order of a court or administrative tribunal (to the extent such disclosure is expressly authorized), and in certain conditions in response to a subpoena, discovery request or other lawful process.
  10. **Inmates:**  
The Division may use or disclose protected health information if a person is an inmate of a correctional facility.
  11. **Coroners, Funeral Directors and Organ Donation:**  
The Division may disclose protected health information to a coroner or medical examiner for identification purposes for determining cause of death or for the coroner or medical examiner to perform other duties authorized by law. The Division may also disclose protected health information to a funeral director, as authorized by law, in order to permit the funeral director to carry out necessary duties. The Division may disclose such information in reasonable anticipation of death. Protected health information may be used and disclosed for cadaveric organ, eye or tissue donation purposes.
  12. **Research:**  
The Division may disclose protected health information to researchers when their research has been approved by an institutional review board that has reviewed the research proposal and established protocols to ensure the privacy of a person's protected health information.

## **405 Volunteers**

Employees may provide services for DDR on a volunteer basis. Volunteer services are accepted only when the following criteria are met:

- the Employee engages in the volunteer services of their own accord and absent of a coercion;
- the volunteer position involves work which is outside the scope of the Employee's normal employee duties; and
- the volunteer position is outside of usual working hours.

Family members of Employees are allowed and encouraged to volunteer with DDR. When family members are enrolled as volunteers, they will not be placed under the direct supervision or within the same department as other members of their family who are Employees.<sup>27</sup>

## **SECTION 500 ADDITIONAL RESOURCES**

Division of Developmental Disabilities website [www.azdes.gov/ddd](http://www.azdes.gov/ddd)

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<sup>27</sup> FLMA 29 CFR 553.102  
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