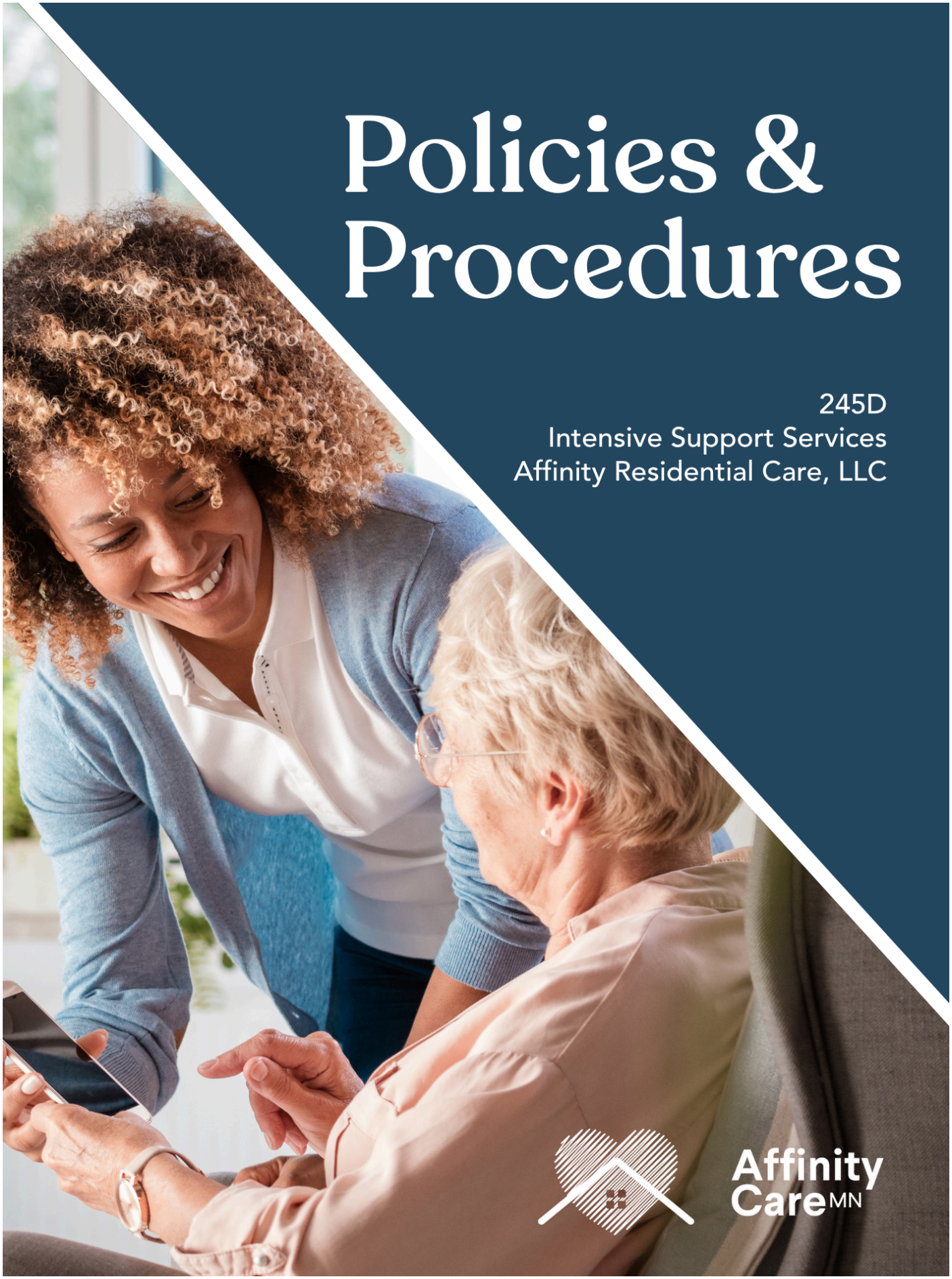
Policies & Procedures

245D
Intensive Support Services
Affinity Residential Care, LLC



Affinity Care MN

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100. ADMISSION
Created: 09/14/2022
Revised: 04/01/2026

PURPOSE

The purpose of this policy is to establish procedures that ensure continuity of care during admission or service initiation, including Affinity Residential Care, LLC's admission criteria and processes.

POLICY

Services may be provided by Affinity Residential Care, LLC as registered and licensed according to MN Statutes, chapter 245D and MN Statutes, chapter 245A. All services will be consistent with the person's service-related and protection-related rights identified in MN Statutes, section 245D.04. Affinity Residential Care, LLC may provide services to persons with disabilities, including, but not limited to, developmental or intellectual disabilities, brain injury, mental illness, age-related impairments, or physical and medical conditions when Affinity Residential Care, LLC can meet the person's needs.

Documentation from the admission/service initiation, assessments, and service planning processes related to Affinity Residential Care, LLC's service provision for each person served, as stated within this policy, will be maintained in the person's service recipient record.

PROCEDURE

Admission criteria

A. Affinity Residential Care, LLC will use certain criteria to determine whether it can develop services to meet the person's needs as specified in their Support Plan.

B. Affinity Residential Care, LLC, when defined as a health care facility according to MN Statutes, chapter 245A, will notify all residents when a registered predatory offender is admitted into the program or to a potential admission when the facility is already serving a registered predatory offender. This notification will be done according to the requirements in MN Statutes, section 243.166.

C. When a person and/or legal representative requests services from Affinity Residential Care, LLC, a refusal to admit the person must be based upon an evaluation of the person's assessed needs and Affinity Residential Care, LLC's lack of capacity to meet the needs of the person.
D. Affinity Residential Care, LLC must not refuse to admit a person based solely on the type of residential services the person is receiving or solely on the person's:

    a. Severity of disability.

    b. Orthopedic or neurological handicaps.

    c. Sight or hearing impairments.

    d. Lack of communication skills.

    e. Physical disabilities.

    f. Toilet habits.

    g. Behavioral disorders.

    h. Past failures to make progress.

E. Documentation regarding the basis for the refusal will be completed using the Admission Refusal Notice and must be provided to the person and/or legal representative and case manager upon request. This documentation will be completed and maintained by the Program Coordinator and/or Program Manager or designee.

Admission process and requirements

A. In the event of an emergency service initiation, Affinity Residential Care, LLC must ensure that staff training on individual service recipient needs occurs within 72 hours of the direct support staff first having unsupervised contact with the person served. Affinity Residential Care, LLC must document the reason for the unplanned or emergency service initiation and maintain the documentation in the person's service recipient record.

B. Before or upon the initiation of services, the Program Coordinator and/or Program Manager will develop, document, and implement the Individual Abuse Prevention Plan according to MN Statutes, section 245A.65, subdivision 2.

C. When the person to be served is to receive foster care or supported living services in a residential site controlled by Affinity Residential Care, LLC, the person and/or legal representative and Affinity Residential Care, LLC must sign and date the residency agreement. The residency agreement must include service termination requirements. It must be reviewed annually, dated, and signed by the person and/or legal representative and Affinity Residential Care, LLC.

D. Affinity's Program Coordinator and/or Program Manager will ensure that during the admission process, the following will occur:

   a. Each person to be served and/or legal representative is provided with the written list of the Rights of Persons Served that identifies the service recipient's rights according to MN Statutes, section 245D.04, subdivisions 2 and 3.

      i. An explanation will be provided on the day of service initiation or within five (5) working days of service initiation and annually thereafter.

      ii. Reasonable accommodations will be made, when necessary, to provide this information in other formats or languages to facilitate understanding of the rights by the person and/or legal representative.

   b. Orientation to the Affinity Care's Program Abuse Prevention Plan will occur within 24 hours of service admission, or for those persons who would benefit more from a later orientation, the orientation may take place within 72 hours.

   c. An explanation of and provision of a copy of the Policy and Procedure on Reporting and Reviewing of Maltreatment of Vulnerable Adults will be provided to the person served and/or legal representative and case manager within 24 hours of admission, or for persons who would benefit more from a later orientation, the orientation may take place within 72 hours.

   d. An explanation of and provision of copies (may be provided within five [5] working days of service initiation) of the following policies and procedures to the person and/or legal representative and case manager:

      i. Policy and Procedure on Grievances

      ii. Policy and Procedure on Temporary Service Suspension

iii. Policy and Procedure on Service Termination

iv. Policy and Procedure on Data Privacy

v. Policy and Procedure on Emergency Use of Manual Restraint

vi. Policy and Procedure on Reporting and Reviewing of Maltreatment of Minors

e. Written authorization is obtained by the person and/or legal representative for the following:

i. Authorization for Medication and Treatment Administration

ii. Agreement and Authorization for Injectable Medications

iii. Authorization to Act in an Emergency

iv. Standard Release of Information

v. Specific Release of Information

vi. Funds and Property Authorization

1. This authorization may be obtained within five (5) working days of the service initiation meeting and annually thereafter. The case manager also provides written authorization for the Funds and Property Authorization.

vii. The Admission Form and Data Sheet is signed by the person and/or legal representative and includes the date of admission or readmission, identifying information, and contact information for members of the support team or expanded support team and others as identified by the person and/or legal representative.

E. Also, during the admission meeting, the support team or expanded support team, and other people as identified by the person and/or legal representative, will discuss:

a. Affinity Residential Care, LLC's responsibilities regarding health service needs and the procedures related to meeting those needs, as assigned in the Support Plan and/or Support Plan Addendum.

b. The desired frequency of progress reports and progress review meetings, at a minimum of annually.

c. The initial Funds and Property Authorization and the Program Coordinator and/or Program Manager will survey, document, and implement the preferences of the person served and/or legal representative and case manager for the frequency of receiving statements that itemize receipts and disbursements of funds or other property. Changes will be documented and implemented when requested.

F. If a person's licensed health care professional or mental health professional has determined that a manual restraint would be medically or psychologically contraindicated, Affinity Residential Care, LLC will not use a manual restraint to eliminate the immediate risk of harm and effectively achieve safety. This statement of whether or not a manual restraint would be medically or psychologically contraindicated will be completed as part of service initiation planning.

Admission process follow-up and timelines

A. The Program Coordinator and/or Program Manager or designee will ensure that the person's other providers, medical and mental health care professionals, and vendors are notified of the change in address and phone number.

B. The Program Coordinator and/or Program Manager or designee will ensure that the person's service recipient record is assembled according to company standards.

C. Within 15 calendar days of service initiation, the Program Coordinator and/or Program Manager will complete a preliminary Support Plan Addendum that is based upon the Support Plan. At this time, the person's name and date of admission will be added to the Admission and Discharge Register maintained by the Program Coordinator and/or Program Manager.

D. When a person served requires a Positive Support Transition Plan for the emergency use or planned use of restrictive interventions prohibited under MN Statutes, chapter 245D, and is admitted after January 1, 2014:

a. The Positive Support Transition Plan must be developed and implemented within 30 calendar days of service initiation.

b. No later than 11 months after the implementation date, the plan must be phased out.

E. Before the initial planning meeting, the Program Coordinator and/or Program Manager will complete the Self-Management Assessment regarding the person's ability to self-manage in health and medical needs, personal safety, and symptoms or behaviors. This assessment will be based on the person's status within the last 12 months at the time of service initiation.

F. Before providing 45 calendar days of service or within 60 calendar days of service initiation, whichever is shorter, the support team or expanded support team and other people as identified by the person and/or legal representative must meet to assess and determine the following based on information obtained from the assessment, Support Plan, and person-centered planning:

   a. The scope of services to be provided to support the person's daily needs and activities.

   b. Outcomes and the necessary support to accomplish the outcomes.

   c. The person's preferences for how services and supports are provided, including how the provider will support the person to have control of the person's schedule.

   d. Whether the current service setting is the most integrated setting available and appropriate for the person.

   e. Opportunities to develop and maintain essential and life-enriching skills, abilities, strengths, interests, and preferences.

   f. Opportunities for community access, participation, and inclusion in preferred community activities.

   g. Opportunities to develop and strengthen personal relationships with other persons of the person's choice in the community.

   h. Opportunities to seek competitive employment and work at competitively paying jobs in the community.

   i. How services for this person will be coordinated across 245D licensed providers and members of the support team or expanded support team to ensure continuity of care and coordination of services for the person.

G. Also, at the initial planning meeting (and annually thereafter), the person and/or legal representative, case manager, and other people as identified by the person and/or legal representative will discuss how

technology might be used to meet the person's desired outcomes. The Support Plan and/or Support Plan Addendum will include a summary of this discussion. The summary will include a statement regarding any decision that is made regarding the use of technology and a description of any further research that needs to be completed before a decision regarding the use of technology can be made.

H. Within 10 working days of the initial planning meeting, the Program Coordinator and/or Program Manager will develop a service plan that documents outcomes and support for the person based upon the assessments completed at the initial planning meeting.

I. Within 20 working days of the initial planning meeting, the Program Coordinator and/or Program Manager will submit to and obtain dated signatures from the person and/or legal representative and case manager to document completion and approval of the assessment and Support Plan Addendum.

If, within 10 working days of this submission, the legal representative or case manager has not signed and returned the assessments or has not proposed written modifications, the submission is deemed approved and the documents become effective and remain in effect until the legal representative or case manager submits a written request to revise the documents.

Bedroom sharing

A. Each person receiving services who will share a bedroom in a foster care or supported living service in a residential site controlled by Affinity Residential Care, LLC, must have a choice of roommate. Both persons must mutually consent, in writing, to sharing a bedroom with one another. Persons served also retain the right to request a roommate change and may notify the Program Coordinator and/or Program Manager in these instances.

B. The Program Coordinator and/or Program Manager will ensure that the Bedroom Sharing Consent form has been completed prior to sharing of the bedroom. The consent will be reviewed, signed, and dated by the person and/or legal representative. A copy of the consent will be maintained in each person's file,

C. No more than two people receiving services may share one bedroom.

101. GRIEVANCES
Created: 09/14/2022

PURPOSE

The purpose of this policy is to promote service recipient rights by providing persons served and/or legal representatives with a simple process to address complaints or grievances.

POLICY

Each person served and/or legal representative will be encouraged and assisted in continuously sharing ideas and expressing concerns in informal discussions with management staff and in support team meetings. Each concern or grievance will be addressed, and attempts will be made to reach a fair and reasonable resolution.

Should a person and/or legal representative feel an issue or complaint has not been or cannot be resolved through informal discussion, they should file a formal grievance. Staff and persons served and/or legal representatives will receive training regarding the informal and formal grievance procedure. This policy will be provided to all persons served and/or legal representatives. If a person served and/or a legal representative feels that their formal complaint has not or cannot be resolved by other staff, they may bring their complaint to the highest level of authority in the program, the Chief Operating Officer (COO), who may be reached at the following:

Name: David Lindberg, COO
Address: 2001 W 94th St, Ste 5, Bloomington, MN 55431
Telephone Number: 952-217-4750

Affinity Residential Care, LLC will ensure that during the service initiation process that there is orientation for the person served and/or legal representative to Affinity Residential Care, LLC's policy on addressing grievances. Throughout the grievance procedure, interpretation in languages other than English and/or with alternative communication modes may be necessary and will be provided upon request. If desired, assistance from an outside agency (i.e., ARC, MN Office of the Ombudsman, local county social service agency) may be sought to assist with the grievance.

Persons served and/or legal representatives may file a grievance without threat or fear of reprisals, discharge, or the loss of future provision of appropriate services and support.

PROCEDURE

A. All complaints affecting a person's health and safety will be responded to immediately by the program manager.

B. Direct support staff will immediately inform the program manager of any grievances and will follow this policy and procedure. If at any time, staff assistance is requested in the complaint process, it will be provided. Additional information on outside agencies that also can provide assistance to the person served and/or legal representative is listed at the end of this procedure.

C. If, for any reason, a person served and/or legal representative chooses to use the formal grievance process, they will then notify in writing or discuss the formal grievance with the program manager and will initially respond in writing within 14 calendar days of receipt of the complaint.

D. If the person served and/or legal representative is not satisfied with the program manager's response, they will then notify in writing or discuss the formal grievance with the COO, who will then respond within 14 calendar days.

E. All complaints must and will be resolved within 30 calendar days of receipt of the complaint. If this is not possible, the COO will document the reason for the delay and the resolution plan.

F. If the person served and/or legal representative believes their rights have been violated, they retain the option of contacting the county's Adult or Child Protection Services or the Department of Human Services. In addition, persons may contact advocacy agencies (listed at the end of this policy) and state they would like to file a formal grievance regarding their services, provider company, etc.

G. As part of the complaint review and resolution process, a complaint review will be completed by the COO or the Director and documented by using the *Internal Review* form regarding the complaint. The complaint review will include an evaluation of whether:

    a. Related policies and procedures were followed.

    b. The policies and procedures were adequate.

    c. There is a need for additional staff training.

    d. The complaint is similar to past complaints with the persons, staff, or services involved.

e. There is a need for corrective action by Affinity Residential Care, LLC to protect the health and safety of persons served.

H. Based upon the results of the complaint review, Affinity Residential Care, LLC will develop, document, and implement a corrective action plan designed to correct current lapses and prevent future lapses in performance by staff or Affinity Residential Care, LLC, if any.

I. A written summary of the complaint and a notice of the complaint resolution to the person served and/or legal representative and case manager will be provided by using the *Complaint Summary and Resolution Notice* form. This summary will:

a. Identify the nature of the complaint and the date it was received.

b. Include the results of the complaint review.

c. Identify the complaint resolution, including any corrective action.

d. The *Complaint Summary and Resolution Notice* will be maintained in the service recipient record.

Outside Agency Name	Telephone Number	Address and Email Address
ARC MN	(833) 450-1494 (952) 920-0855	641 Fairview Avenue North, Suite 195 St. Paul, MN 55104 https://arcminnesota.org/ info@arcminnesota.org
ARC Greater Twin Cities	(833) 450-1494 (952) 920-0855	641 Fairview Avenue North, Suite 195 St. Paul, MN 55104 https://arcminnesota.org/ info@arcminnesota.org
ARC Northland	(218) 726-4725 (844) 533-7990	222 East Superior Street, Suite 302 Duluth, MN 55802 www.arcnorthland.org info@arcnorthland.org

Disability Law Center/Legal Aid Society	1 (800) 292-6529	111 N 5th St, Suite 100 Minneapolis, MN 55403 https://mylegalaid.org/disability-law-center/ info@mylegalaid.org
MN DHS-Licensing	(651) 431-6500	PO BOX 64242 St. Paul, MN 55164-0242 www.mn.gov/dhs/general-public/licensing/ dhs.info@state.mn.us
MN Office of the Ombudsman for Families (and Children)	(888) 234-4939 (651) 539-1257	1450 Energy Park, Dr, Suite 106 St. Paul, Minnesota 55108 http://mn.gov/ombudfam/ obff.info@stae.mn.us
MN Office of the Ombudsman for MH/DD	(651) 757-1800 (800) 657-3506 Fax: (651) 797-1950	332 Minnesota Street Suite W1410, First National Bank Building St. Paul, Minnesota 55101 https://mn.gov/omhdd/ ombudsman.mhdd@state.mn.us
MN Office of the Ombudsman for Long-Term Care	(651) 431-2555 (800) 657-3591	540 Cedar Street St. Paul, MN 55101 https://mn.gov/ooltc/
Hennepin County Adult Protection Services	(844) 880-1574 (612) 543-9912	300 South Sixth Street Mail Code 971 Minneapolis, MN 55487 https://www.hennepincounty.gov/services/assistance/disability/adult-protection?from=adult-protection adultprotection@hennepin.us

MN Area on Aging:

Please select the specific row (below) for the applicable telephone number or address based upon your location

	MN Area on Aging	Telephone Numbers	Address and Email Address: http://mn4a.org/aaas/
1.	Arrowhead Area Agency on Aging	Main: 218-722-5545 Toll Free: 1-800-232-0707 Ext 3 Fax: 218-529-7592	221 West 1st Street Duluth, Minnesota 55802 Serves: Aitkin, Carlton, Cook, Itasca, Koochiching, Lake & St. Louis counties.
2.	Central MN Council on Aging	Main: 320-253-9349 Fax: 320-253-9576	3333 W Division Street, Suite 217 St. Cloud, Minnesota 56301 Serves: Benton, Cass, Chisago, Crow Wing, Isanti, Kanabec, Mille Lacs, Morrison, Pine, Sherburne, Stearns, Todd, Wadena, & Wright counties.
3.	Land of the Dancing Sky Area Agency on Aging	Main: 218-745-6733 Fax: (218) 745-6438	109 South Minnesota Street Warren, Minnesota 56762 Serves: Becker, Beltrami, Clay, Clearwater, Douglas, Grant, Hubbard, Kittson, Lake of the Woods, Mahnomen, Marshall, Norman, Otter Tail, Pennington, Polk, Pope, Red Lake, Roseau, Stevens, Traverse & Wilkin.
4.	Metropolitan Area Agency on Aging	Main: 651-641-8612 Fax: 651-641-8618	3001 Broadway St. NE, Suite 601 Minneapolis, MN 55413 Serves: Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, & Washington counties
5.	MN Chippewa Tribe Area Agency on Aging	Main: 218-335-8586 Toll Free: 1-888-231-7886	15542 Minnesota 371 Cass Lake, Minnesota 56633 Serves: Bois Forte, Grand Portage, Leech Lake, & White Earth reservations

		Fax: 218-335-8080	
6.	MN River Area Agency on Aging	Mankato Office- Main: 507-387-1256 Fax: 507-387-6223	*Mankato Office* 201 N. Broad St, Suite 102 Mankato, MN 56001 Serves: Big Stone, Blue Earth, Brown, Chippewa, Cottonwood, Faribault, Jackson, Kandiyohi, Lac Qui Parle, Le Sueur, Lincoln, Lyon, Martin, McLeod, Meeker, Murray, Nicollet, Nobles, Pipestone, Redwood, Renville, Rock, Sibley, Swift, Waseca, Watonwan, & Yellow Medicine counties.
7.	Southeastern MN Area Agency on Aging	Main: 507-288-6944 Fax: 507-288-4823	2746 Superior Dr. NW Ste. 300 Rochester, MN 55901 Serves: Dodge, Fillmore, Freeborn, Goodhue, Houston, Mower, Olmsted, Rice, Steele, Wabasha, & Winona counties

102. DATA PRIVACY
Created: 09/14/2022

PURPOSE

The purpose of this policy is to establish guidelines that promote service recipient rights, ensuring data privacy and record confidentiality of persons served.

POLICY

This program recognizes the right of each person receiving services in this program to confidentiality and data privacy. This policy provides general guidelines and principles for safeguarding service recipient rights to data privacy under section 245D.04, subdivision 3(a) and access to their records under section 245D.095, subdivision 4, of the 245D Home and Community-based Services Standards. This policy also ensures compliance with the Minnesota Government Data Practices Act, MN Statutes, section 13.46, and the HIPAA privacy standards, 45 C.F.R. parts 160 to 164.

PROCEDURE

A. Private Data

1. Private data includes all information on persons that has been gathered by this program or from other sources for program purposes as contained in an individual data file, including their presence and status in this program.

2. Data is private if it is about individuals and is classified as private by state or federal law. Only the following persons are permitted access to private data:

a. The individual who is the subject of the data or a legal representative.
b. Anyone to whom the individual gives signed consent to view the data.
c. Employees of the welfare system whose work assignments reasonably require access to the data. This includes staff persons in this program.
d. Anyone the law says can view the data.
e. Data collected within the welfare system about individuals are considered welfare data. Welfare data is private data on individuals; including medical and/or health data. Agencies in the welfare system include, but are not limited to: Department of Human

Services; local social services agencies, including a person's case manager; county welfare agencies; human services boards; the Office of Ombudsman for Mental Health and Developmental Disabilities; and persons and entities under contract with any of the above agencies; this includes this program and other licensed caregivers jointly providing services to the same person.

f. Once informed consent has been obtained from the person or the legal representative there is no prohibition against sharing welfare data with other persons or entities within the welfare system for the purposes of planning, developing, coordinating and implementing needed services

3. Data created prior to the death of a person retains the same legal classification (public, private, confidential) after the person's death that it had before the death.

B. Providing Notice

At the time of service initiation, the person and his/her legal representative, if any, will be notified of this program's data privacy policy. Staff will document that this information was provided to the individual and/or their legal representative in the individual record.

C. Obtaining Informed Consent or Authorization for Release of Information

1. At the time informed consent is being obtained staff must tell the person or the legal representative individual the following:

   a. why the data is being collected;
   b. how the agency intends to use the information;
   c. whether the individual may refuse or is legally required to furnish the information;
   d. what known consequences may result from either providing or refusing to disclose the information; and with whom the collecting agency is authorized by law to share the data. What the individual can do if they believe the information is incorrect or incomplete;
   e. how the individual can see and get copies of the data collected about them; and any other rights that the individual may have regarding the specific type of information collected.

2. A proper informed consent or authorization for release of information form must include these factors (unless otherwise prescribed by the HIPAA Standards of Privacy of Individually Identifiable Health Information 45 C.F.R. section 164):

a. be written in plain language;
b. be dated;
c. designate the particular agencies or person(s) who will get the information;
d. specify the information which will be released;
e. indicate the specific agencies or person who will release the information;
f. specify the purposes for which the information will be used immediately and in the future;
g. contain a reasonable expiration date of no more than one year; and
h. specify the consequences for the person by signing the consent form, including:

- "Consequences: I know that state and federal privacy laws protect my records. I know:
- Why I am being asked to release this information.
- I do not have to consent to the release of this information. But not doing so may affect this program's ability to provide needed services to me.
- If I do not consent, the information will not be released unless the law otherwise allows it.
- I may stop this consent with a written notice at any time, but this written notice will not affect information this program has already released.
- The person(s) or agency(ies) who get my information may be able to pass it on to others.
- If my information is passed on to others by this program, it may no longer be protected by this authorization.
- This consent will end one year from the date I sign it, unless the law allows for a longer period."

i. Maintain all informed consent documents in the consumer's individual record.

D. Staff Access to Private Data

1. This policy applies to all program staff, volunteers, and persons or agencies under contract with this program (paid or unpaid).
2. Staff persons do not automatically have access to private data about the persons served by this program or about other staff or agency personnel. Staff persons must have a specific work function need for the information. Private data about persons are available only to those program

employees whose work assignments reasonably require access to the data; or who are authorized by law to have access to the data.

3. Any written or verbal exchanges about a person's private information by staff with other staff or any other persons will be done in such a way as to preserve confidentiality, protect data privacy, and respect the dignity of the person whose private data is being shared.
4. As a general rule, doubts about the correctness of sharing information should be referred to the supervisor.

E. Individual access to private data.

Individuals or their legal representatives have a right to access and review the individual record.

1. A staff person will be present during the review and will make an entry in the person's progress notes as to the person who accessed the record, date and time of review, and list any copies made from the record.
2. An individual may challenge the accuracy or completeness of information contained in the record. Staff will refer the individual to the grievance policy for lodging a complaint.
3. Individuals may request copies of pages in their record.
4. No individual, legal representative, staff person, or anyone else may permanently remove or destroy any portion of the person’s record.

F. Case manager access to private data.

A person’s case manager and the foster care licensor have access to the records of persons served by the program under section 245D.095, subd. 4.

C. Requesting Information from Other Licensed Caregivers or Primary Health Care Providers.

1. Complete the attached release of information authorization form. Carefully list all the consults, reports or assessments needed, giving specific dates whenever possible. Also, identify the purpose for the request.
2. Clearly identify the recipient of information. If information is to be sent to the program's health care consultant or other staff at the program, include Attention: (name of person to receive the information), and the name and address of the program.
3. Assure informed consent to share the requested private data with the person or entity has been obtained from the person or the legal representative.

4. Keep the document in the person's record.

A. The person served and/or legal representative has full access to their records and recorded information that is maintained, collected, stored, or disseminated by Affinity Residential Care, LLC. Private data are records or recorded information that include personal, financial, service, health, and medical information.

B. Access to private data in written or oral format is limited to authorized persons. The following company personnel may have immediate access to persons' private data only for the relevant and necessary purposes to carry out their duties as directed by the Support Plan and/or Support Plan Addendum:

   a. Executive staff.

   b. Administrative staff.

   c. Financial staff.

   d. Nursing staff, including assigned or consulting nurses.

   e. Management staff, including the Program Coordinator and/or Program Manager.

   f. Direct support staff.

C. The following entities also have access to persons' private data as authorized by applicable state or federal laws, regulations, or rules:

   a. Case manager.

   b. Child or adult foster care licensor, when services are also licensed as child or adult foster care.

   c. Minnesota Department of Human Services and/or Minnesota Department of Health.

   d. County of Financial Responsibility or the County of Residence's Social Services

e. The Ombudsman for Mental Health or Developmental Disabilities

f. US Department of Health and Human Services.

g. Social Security Administration.

h. State departments, including the Department of Employment and Economic Development (DEED), the Department of Education, and the Department of Revenue.

i. County, state, or federal auditors.

j. Adult or Child Protection units and investigators.

k. Law enforcement personnel or attorneys related to an investigation.

l. Various county or state agencies related to funding, support, or protection of the person.\

m. Other entities or individuals authorized by law.

D. Affinity Residential Care, LLC will obtain authorization to release information of persons served when consultants, subcontractors, or volunteers are working with Affinity Residential Care, LLC, to the extent necessary to carry out the necessary duties.

E. Other entities or individuals not previously listed who have obtained written authorization from the person served and/or legal representative have access to written and oral information as detailed within that authorization. This includes other licensed caregivers or health care providers, as directed by the release of information.

F. Information will be disclosed to appropriate parties in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the person served or other individuals or persons. The Program Coordinator and/or Program Manager will ensure the documentation of the following:

a. The nature of the emergency.

b. The type of information disclosed.

c. To whom the information was disclosed.

d. How the information was used to respond to the emergency.

e. When and how the person served and/or legal representative was informed of the disclosed information.

G. All authorizations or written releases of information will be maintained in the person's service recipient record. In addition, all requests made to review data, have copies, or make alterations, as stated below, will be recorded in the person's record, including:

a. Date and time of the activity.

b. Who accessed or reviewed the records?

c. If any copies were requested and provided.

Request for records or recorded information to be altered or copies

A. The person served and/or legal representative has the right to request that their records or recorded information and documentation be altered and/or to request copies.

B. If the person served and/or legal representative objects to the accuracy of any information, staff will ask that they put their objections in writing with an explanation as to why the information is incorrect or incomplete.

a. The Program Coordinator and/or Program Manager will submit the written objections to the COO, who will decide in regards to any possible changes.

b. A copy of the written objection will be retained in the person's service recipient record.

c. If the objection is determined to be valid and approval for correction is obtained, the Program Coordinator and/or Program Manager will correct the information and notify the person served and/or legal representative, and provide a copy of the correction.

d. If no changes are made and distribution of the disputed information is required, the Program Coordinator and/or Program Manager will ensure that the objection accompanies the information

as distributed, either orally or in writing.

C. If the person served and/or legal representative disagrees with the resolution of the issue, they will be encouraged to follow the procedures outlined in the Policy and Procedure on Grievances.

Security of Information

A. A record of current services provided to each person served will be maintained on the premises where the services are provided or coordinated. When the services are provided in a licensed facility, the records will be maintained at the facility; otherwise, the records will be maintained at Affinity Residential Care, LLC's program office. Files will not be removed from the program site without valid reasons, and the security of those files will be maintained at all times.

B. The Program Coordinator and/or Program Manager will ensure that all information for persons served is secure and protected from loss, tampering, or unauthorized disclosures. This includes information stored by a computer for which a unique password and user identification are required.

C. No person served and/or legal representative, staff, or anyone else may permanently remove or destroy any portion of the person's record.

D. Affinity Residential Care, LLC and its staff will not disclose personally identifiable information about any other person when making a report to each person and case manager unless Affinity Residential Care, LLC has the consent of the person. This also includes the use of another person's information in another person's record.

E. Written and verbal exchanges of information regarding persons served are considered to be private and will be done in a manner that preserves confidentiality, protects their data privacy, and respects their dignity.

F. All staff will receive training at orientation and annually thereafter on this policy and their responsibilities related to complying with data privacy practices.

103. EMERGENCY USE OF MANUAL RESTRAINT
Created: 09/14/2022

PURPOSE

The purpose of this policy is to promote service recipient rights and protect the health and safety of persons served during behavioral situations without the allowance of emergency use of manual restraint (EUMR). This policy will also promote appropriate and safe interventions needed when addressing behavioral situations.

POLICY

It is the policy of Affinity Residential Care, LLC, that emergency use of manual restraint is not allowed at any time. This policy contains content requirements of MN Statutes, section 245D.061, subdivision 9, for policy and procedures regarding emergency use of manual restraint. According to MN Statutes, section 245D.02, subdivision 8a, emergency use of manual restraint is defined as "using a manual restraint when a person poses an imminent risk of physical harm to self or others and is the least restrictive intervention that would achieve safety. Property damage, verbal aggression, or a person's refusal to receive or participate in treatment or programming on their own do not constitute an emergency."

PROCEDURE

Positive support strategies

A. Affinity Residential Care, LLC will attempt to de-escalate a person's behavior before it poses an imminent risk of physical harm to self or others. Some of the following procedures could be used to de-escalate the situation and are options that could be implemented by staff. This is not a fully inclusive list of options that could include:

    a. A calm discussion between the person served and direct support staff regarding the situation, the person's feelings, their responses, and alternative methods to handling the situation, etc.

    b. A staff member suggesting or recommending that the person participate in an activity they enjoy as a means of self-calm.

c. A staff member to suggest or remind that the person served has options that they may choose to spend time alone, when safety permits, as a means to self-calm.

d. The individualized strategies that have been written into the person's Support Plan and/or Support Plan Addendum, or Positive Support Transition Plan.

e. The implementation of instructional techniques and intervention procedures that are listed as "Permitted actions and procedures" as defined in Letter B of this Positive Support Strategies section.

f. A combination of any of the above.

B. Permitted actions and procedures include the use of instructional techniques and intervention procedures used on an intermittent or continuous basis. If used on a continuous basis, it must be addressed in the person's Support Plan Addendum. These actions include:

a. Physical contact or instructional techniques that are the least restrictive alternative possible to meet the needs of the person and may be used to:

i. Calm or comfort a person by holding that person with no resistance from that person.

ii. Protect a person known to be at risk or injury due to frequent falls as a result of a medical condition.

iii. Facilitate the person's completion of a task or response when the person does not resist or the person's resistance is minimal in intensity or duration.

iv. Block or redirect a person's limbs or body without holding the person or limiting the person's movement to interrupt the person's behavior that may result in injury to self or others, with less than 60 seconds of physical contact by staff.

v. Redirect a person's behavior when the behavior does not pose a serious threat to the person or others, and the behavior is effectively redirected with less than 60 seconds of physical contact by staff.

b. Use of adaptive aids or equipment, orthotic devices, or other medical equipment ordered by a licensed health professional to treat a diagnosed medical condition does not, in and of itself, constitute the use of mechanical restraint.

c. Positive verbal correction that is specifically focused on the behavior being addressed.

d. Temporary withholding or removal of objects being used to hurt oneself or others.

Prohibited Procedures

Affinity Residential Care, LLC, and its staff are prohibited from using the following:

1. Chemical restraints
2. Mechanical restraints
3. Manual restraint
4. Time out
5. Seclusion
6. Any other aversive or deprivation procedures
7. As a substitute for adequate staffing
8. For a behavioral or therapeutic program to reduce or eliminate behavior
9. Punishment
10. For staff convenience
11. Prone restraint, metal handcuffs, or leg hobbles
12. Faradic shock
13. Speaking to a person in a manner that ridicules, demeans, threatens, or is abusive
14. Physical intimidation or a show of force
15. Containing, restricting, isolating, secluding, or otherwise removing a person from normal activities when it is medically contraindicated, or without monitoring the person served
16. Denying or restricting a person's access to equipment and devices such as walkers, wheelchairs, hearing aids, and communication boards that facilitate the person's functioning. When the temporary removal of the equipment or device is necessary to prevent injury to the person or others or serious damage to the equipment or device, the equipment or device must be returned to the person as soon as the imminent risk of injury or serious damage has passed.
17. Painful techniques, including intentional infliction of pain or injury, intentional infliction of fear of pain or injury, dehumanization, and degradation
18. Hyperextending or twisting a person's body parts

19. Tripping or pushing a person
20. Requiring a person to assume and maintain a specified physical position or posture
21. Forced exercise
22. Totally or partially restricting a person's senses
23. Presenting intense sounds, lights, or other sensory stimuli
24. Noxious smell, taste, substance, or spray, including water mist
25. Depriving a person of or restricting access to normal goods and services, or requiring a person to earn normal goods and services
26. Token reinforcement programs or level programs that include a response cost or negative punishment component
27. Using a person receiving services to discipline another person receiving services
28. Using an action or procedure that is medically or psychologically contraindicated
29. Using an action or procedure that might restrict or obstruct a person's airway or impair breathing, including techniques whereby individuals use their hands or body to place pressure on a person's head, neck, back, chest, abdomen, or joints
30. Interfering with a person's legal rights, except as allowed by MN Statutes, section 245D.04, subdivision 3, paragraph (c).

Restrictive Intervention

A restrictive intervention means prohibited procedures identified in MN Statutes, section 245D.06, subdivision 5; prohibited procedures identified in MN Rules, part 9544.006; and the emergency use of manual restraint. A restricted procedure must not:

A. Be implemented with a child in a manner that constitutes sexual abuse, neglect, physical abuse, or mental injury as defined in MN Statutes, chapter 260E.

B. Be implemented with an adult in a manner that constitutes abuse or neglect as defined in MN Statutes, section 626.5572, subdivisions 2 or 17.

C. It must be implemented in a manner that violates a person's rights identified in MN Statutes, section 245D.04.

D. Restrict a person's normal access to a nutritious diet, drinking water, adequate ventilation, necessary medical care, ordinary hygiene facilities, normal sleeping conditions, or necessary clothing, or to any

protection required by state licensing standards and federal regulations governing the program.

E. Deny the person visitation or ordinary contact with legal counsel, a legal representative, or next of kin.

F. It can be used as a substitute for adequate staffing, for the convenience of staff, as punishment, or as a consequence if the person refuses to participate in the treatment or services provided by Affinity Residential Care, LLC.

G. Use prone restraint (that places a person in a face-down position).

H. Apply back or chest pressure while a person is in the prone or supine (face-up) position.

I. It should be implemented in a manner that is contraindicated for any of the person's known medical or psychological limitations.

Positive Support Transition Plans (PSTP)

Affinity Residential Care, LLC must and will develop a Positive Support Transition Plan on forms provided by the Department of Human Services and in the manner directed for a person served who requires intervention to maintain safety when it is known that the person's behavior poses an immediate risk of physical harm to self or others. A PSTP must be developed in accordance with MN Statutes, section 245D.06, subdivision 8, and MN Rules, part 9544.0070 for a person who has been subjected to three (3) incidents of EUMR within 90 days or four (4) incidents of EUMR within 180 days. This Positive Support Transition Plan will phase out any existing plans for the emergency use or programmatic use of restrictive interventions prohibited under MN Statutes, Chapter 245D, and MN Rules, Chapter 9544.

Alternative measures are to be used because manual restraints are not allowed in emergencies

A. Affinity Residential Care, LLC does not allow the emergency use of manual restraint; therefore, the following alternative measures must be used by staff to achieve safety when a person's conduct poses an imminent risk of physical harm to self or others, and less restrictive strategies have not achieved safety.

    a. Staff will continue to utilize the positive support strategies as defined in the Positive Support Strategies section listed above.

b. If other persons served are in the immediate area of the person whose conduct poses an imminent risk of physical harm, staff will ask other persons to leave the area for another area of safety. If a person served is unable to leave the area independently, staff will provide the minimum necessary physical assistance to guide the person to safety.

c. Objects that may potentially be used by the person that may be used, which would increase the risk of physical harm, will be removed until the person is calm and then immediately returned. These objects may include sharps, fragile items, working implements, etc.

d. If the person's conduct continues to pose an imminent risk of physical harm to self or others, staff will call the mental health crisis line or mental health crisis intervention team (if available for the person) and follow any directions provided to them.

e. If no other positive strategy or alternative measure was effective in de-escalating the person's behavior, staff will contact "911" for assistance.

f. While waiting for law enforcement to arrive, staff will continue to offer the alternative measures listed here, if it remains safe to do so.

Emergency use of manual restraint is not allowed

If the positive support strategies were not effective in de-escalating or eliminating the person's behavior, staff will contact "911" for assistance if there is a risk of imminent harm for the person served or others.

Reporting of emergency use of manual restraint

A. While it is the policy of this agency not to allow the emergency use of manual restraint, if a staff member witnesses or suspects an emergency use of manual restraint was used they should report the incident of emergency use of manual restraint according to the following process and will contain all required information per MN Statutes, sections 245D.06, subdivision 1 and 245D.061, subdivision 5.

B. Within 24 hours of the emergency use of manual restraint, Affinity Residential Care, LLC will make a verbal report regarding the incident to the legal representative or designated emergency contact and case manager. If other persons served were involved in the incident, Affinity Residential Care, LLC will not disclose any personally identifiable information about any other person when making the report unless

Affinity Residential Care, LLC has the consent of the person.

C. Within three (3) calendar days of the emergency use of manual restraint, the staff who implemented the emergency use of manual restraint will report, in writing, to the Program Coordinator and/or Program Manager the following information:

    a. The staff and person(s) served who were involved in the incident leading up to the emergency use of manual restraint.

    b. A description of the physical and social environment, including who was present before and during the incident leading up to the emergency use of manual restraint.

    c. A description of what less restrictive alternative measures were attempted to de-escalate the incident and maintain safety before the manual restraint was implemented. This description must identify when, how, and how long the alternative measures were attempted before the manual restraint was implemented.

    d. A description of the mental, physical, and emotional condition of the person who was restrained, and other persons involved in the incident leading up to, during, and following the manual restraint.

    e. Whether there was any injury to the person who was restrained or other persons involved, including staff, before or as a result of the manual restraint use.

    f. Whether there was a debriefing with the staff, and, if not contraindicated, with the person who was restrained and other persons who were involved in or who witnessed the restraint, following the incident. The outcome of the debriefing will be clearly documented, and if the debriefing could not occur at the time of the incident, the report will identify whether a debriefing is planned in the future.

D. Within five (5) working days of the emergency use of manual restraint, the Program Manager will complete and document an internal review of each report of such use. The internal review will include an evaluation of whether:

    a. Revision of the service and support strategies for the person served is necessary, developed in accordance with MN Statutes, sections 245D.07 and 245D.071.

b. Related policies and procedures were followed.

c. The policies and procedures were adequate.

d. There is a need for additional staff training.

e. The reported event is similar to past events with the persons, staff, or services involved.

f. There is a need for corrective action by Affinity Residential Care, LLC to protect the health and safety of the person(s) served.

E. Based upon the results of the internal review, Affinity Residential Care, LLC will develop, document, and implement a corrective action plan for the program designed to correct current lapses and prevent future lapses in performance by the individuals or Affinity Residential Care, LLC, if any. The Program Manager will ensure that the corrective action plan, if any, is implemented within 30 days of the internal review being completed.

F. Within five (5) working days after the completion of the internal review, the Program Coordinator and/or Program Manager will consult with the person's expanded support team following the emergency use of manual restraint. The purpose of this consultation is to:

a. Discuss the incident and define the antecedent or event that gave rise to the behavior resulting in the manual restraint, and identify the perceived function the behavior served.

b. Determine whether the person's served Support Plan Addendum needs to be revised to positively and effectively help the person maintain stability and to reduce or eliminate future occurrences requiring emergency use of manual restraint.

G. Within five (5) working days of the expanded support team review, the Program Coordinator and/or Program Manager will submit, using the DHS online Behavioral Intervention Reporting Form (DHS-5148-ENG-1), the following information to the Department of Human Services and the Office of the Ombudsman for Mental Health and Developmental Disabilities:

a. The report of the emergency use of manual restraint.

b. The internal review and corrective action plan, if any.

c. The written summary of the expanded support team's discussion and decision.

H. The following written information will be maintained in the person's service recipient record:

   a. The report of an emergency use of manual restraint incident that includes:

      i. Reporting requirements by the staff who implemented the restraint

      ii. The internal review of emergency use of manual restraint and the corrective action plan, with information about implementation of correction within 30 days, if any

      iii. The written summary of the expanded support team's discussion and decision

      iv. The notifications to the expanded support team, the Department of Human Services, and the MN Office of the Ombudsman for Mental Health and Developmental Disabilities

   b. The PDF version of the completed and submitted DHS online Behavioral Intervention Reporting Form (DHS-5148-ENG-1). An email of this PDF version of the Behavioral Intervention Reporting Form will be sent to the MN-ITS mailbox assigned to Affinity Residential Care, LLC.

Staff training requirements

A. Affinity Residential Care, LLC recognizes the importance of having qualified and knowledgeable staff who are competently trained to uphold the rights of persons served and to protect persons' health and safety. All staff will receive orientation and annual training according to MN Statutes, section 245D.09, subdivisions 4, 4a, and 5. Orientation training will occur within the first 60 days of hire, and annual training will occur within a period of 12 months.

B. Within 60 calendar days of hire, Affinity Residential Care, LLC provides orientation on:

   a. The safe and correct use of manual restraint on an emergency basis according to the requirements in section 245D.061 or successor provisions, and what constitutes the use of restraints, time out, and seclusion, including chemical restraint; and

   b. Staff responsibilities related to prohibited procedures under section 245D.06, subdivision 5, MN Rules, part 9544.0060, or successor provisions, why such procedures are not effective for reducing or eliminating symptoms or undesired behavior, and why such procedures are not safe.

C. Before staff may implement an emergency use of manual restraint, and in addition to the training on this policy and procedure and the orientation and annual training requirements, staff must receive training on emergency use of manual restraints that incorporates the following topics:

   a. Alternatives to manual restraint procedures, including techniques to identify events and environmental factors that may escalate conduct that poses an imminent risk of physical harm to self or others.

   b. De-escalation methods, positive support strategies, and how to avoid power struggles

   c. Simulated experiences of administering and receiving manual restraint procedures allowed by Affinity Residential Care, LLC, on an emergency basis

   d. How to properly identify thresholds for implementing and ceasing restrictive procedures

   e. How to recognize, monitor, and respond to the person's physical signs of distress, including positional asphyxia

   f. The physiological and psychological impact on the person and the staff when restrictive procedures are used

   g. The communicative intent of behaviors

   h. Relationship building.

D. For staff who are responsible for developing, implementing, monitoring, supervising, or evaluating positive support strategies, Positive Support Transition Plans, or Emergency Use of Manual Restraint, the staff must complete a minimum of eight (8) hours of core training from qualified individuals before assuming these responsibilities. Core training must include the following:

   a. De-escalation techniques and their value

   b. Principles of person-centered service planning and delivery, and how they apply to direct support services provided by staff

c. Principles of positive support strategies, such as positive behavior supports, the relationship between staff interactions with the person and the person's behavior, and the relationship between the person's environment and the person's behavior

d. What constitutes the use of restraint, including chemical restraint, time out, and seclusion

e. The safe and correct use of manual restraint on an emergency basis, according to MN Statutes, section 245D.061

f. Staff responsibilities related to prohibited procedures under MN Statutes, section 245D.06, subdivision 5; why the procedures are not effective for reducing or eliminating symptoms or interfering behavior; and why the procedures are not safe

g. Staff responsibilities related to restricted and permitted actions and procedures according to MN Statutes, section 245D.06, subdivisions 6 and 7

h. Situations in which staff must contact 911 services in response to an imminent risk of harm to the person or others

i. Procedures and forms staff must use to monitor and report use of restrictive interventions that are part of a Positive Support Transition Plan

j. Procedures and requirements for notifying members of the person's expanded support team after the use of a restrictive intervention with the person

k. Understanding of the person as a unique individual and how to implement treatment plans and responsibilities assigned to Affinity Residential Care, LLC

l. Cultural competence

m. Personal staff accountability and staff self-care after emergencies.

E. Staff who develop positive support strategies, license holders, executives, managers, and owners in non-clinical roles must complete a minimum of four (4) hours of additional training. Function-specific training must be completed on the following:

a. Functional behavior assessment

b. How to apply person-centered planning

c. How to design and use data systems to measure the effectiveness of care

d. Supervision, including how to train, coach, and evaluate staff, and encourage effective communication with the person and the person's support team.

F. License holders, executives, managers, and owners in non-clinical roles must complete a minimum of two (2) hours of additional training. Function-specific training must be completed on the following:

a. How to include staff in organizational decisions.

b. Management of the organization based upon person-centered thinking and practices, and how to address person-centered thinking and practices in the organization.

c. Evaluation of organizational training as it applies to the measurement of behavior change and improved outcomes for persons receiving services.

G. Annually, staff must complete four (4) hours of refresher training covering each of the training topics listed in items D, E, and F above.

H. For each staff member, Affinity Residential Care, LLC must document, in the personnel record, completion of core training, function-specific training, and competency testing or assessment. Documentation must include the following:

a. Date of training

b. Testing or assessment completion

c. Number of training hours per subject area

d. Name and qualifications of the trainer or instructor.

I. Affinity Residential Care, LLC must verify and maintain evidence of staff qualifications in the personnel record. The documentation must include the following:

a. Education and experience qualifications relevant to the staff's scope of practice, responsibilities assigned to the staff, and the needs of the general population of persons served by the program; and

b. Professional licensure, registration, or certification, when applicable.

104. RESPONDING TO AND REPORTING INCIDENTS
Created: 09/14/2022

PURPOSE

The purpose of this policy is to provide instructions to staff for responding to and reporting incidents.

POLICY

Affinity Residential Care, LLC will respond to incidents as defined in MN Statutes, section 245D.02, subdivision 11, that occur while providing services to protect the health and safety of and minimize risk of harm to the person(s) served. Staff will address all incidents according to the specific procedure outlined in this policy and act immediately to ensure the safety of persons served. After the situation has been resolved and/or the person(s) involved are no longer in immediate danger, staff will complete the necessary documentation in order to comply with licensing requirements on reporting and to assist in developing preventative measures. For emergency response procedures, staff will refer to the Policy and Procedure on Emergencies.

All staff will be trained on this policy and the safe and appropriate response and reporting of incidents. In addition, program sites will have contact information for a source of emergency medical care and transportation readily accessible. In addition, a list of emergency phone numbers will be posted in a prominent location, and emergency contact information for persons served at the facility, including each person's representative, physician, and dentist, is readily available.

PROCEDURE

Defining incidents

A. An incident is defined as an occurrence that involves a person and requires the program to make a response that is not a part of the program's ordinary provision of services to that person, and includes:

    a. Serious injury of a person as determined by MN Statutes, section 245.91, subdivision 6:

        i. Fractures

        ii. Dislocations

        iii. Evidence of internal injuries

iv. Head injuries with loss of consciousness or potential for a closed head injury or concussion without loss of consciousness, requiring a medical assessment by a health care professional, whether or not further medical attention was sought

v. Lacerations involving injuries to tendons or organs, and those for which complications are present

vi. Extensive second-degree or third-degree burns and other burns for which complications are present

vii. Extensive second-degree or third-degree frostbite and others for which complications are present

viii. Irreversible mobility or avulsion of teeth

ix. Injuries to the eyeball

x. Ingestion of foreign substances and objects that are harmful

xi. Near drowning

xii. Heat exhaustion or sunstroke

xiii. Attempted suicide

xiv. All other injuries are considered serious after an assessment by a health care professional, including, but not limited to, self-injurious behavior, a medication error requiring medical treatment, a suspected delay of medical treatment, a complication of a previous injury, or a complication of medical treatment for an injury

b. The death of a person served.

c. Any medical emergency, unexpected serious illness, or significant unexpected changes in an illness or medical condition of a person that requires the program to call "911," a physician, an advanced practice registered nurse, or a physician assistant for treatment, or hospitalization.

d. Any mental health crisis that requires the program to call "911," a mental health crisis intervention team, or a similar mental health response team or service when available and appropriate.

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

f. A person's unauthorized or unexplained absence from a program.

g. Conduct by a person served against another person served that:

   i. Is so severe, pervasive, or objectively offensive that it substantially interferes with a person's opportunities to participate in or receive service or support.

   ii. Places the person in actual and reasonable fear of harm

   iii. Places the person in actual and reasonable fear of damage to the property of the person

   iv. Substantially disrupts the orderly operation of the program

h. Any sexual activity between persons served involving force or coercion as defined under MN Statutes, section 609.341, subdivisions 3 and 14.

i. Any emergency use of manual restraint as identified in MN Statutes, section 245D.061.

j. A report of alleged or suspected maltreatment of a minor or vulnerable adult under MN Statutes, section 626.557 or chapter 260E.

Responding to incidents

A. Staff will respond to incidents according to the following plans. For incidents including the death of a person served, maltreatment, and emergency use of manual restraints, staff will follow the applicable policy and procedure:

   a. Death of a person served: Policy and Procedure on the Death of a Person Served

   b. Maltreatment: Policy and Procedure on Reporting and Review of Maltreatment of Vulnerable Adults or Policy and Procedure on Reporting and Review of Maltreatment of Minors

   c. Emergency use of manual restraint: Policy and Procedure on Emergency Use of Manual Restraint

B. Any medical emergency (including serious injury), unexpected serious illness, or significant unexpected changes in an illness or medical condition of a person that requires the program to call "911," physician treatment, or hospitalization

   a. Staff will first call "911" if they believe that a person is experiencing a medical emergency (including serious injury), unexpected serious illness, or a significant unexpected change in illness or medical condition that may be life-threatening, and provide any relevant facts and medical history.

   b. Staff will give first aid and/or CPR to the extent they are qualified, when it is indicated by their best judgment or the "911" operator, unless the person served has an advanced directive. Staff will refer to the Policy and Procedure on the Death of a Person Served for more information.

   c. Staff will notify the Program Coordinator and/or Program Manager or designee, who will assist in securing any staffing coverage that is necessary.

   d. If the person is transported to a hospital, the staff will either accompany the person or go to the hospital as soon as possible. Staff will not leave other persons served alone or unattended.

   e. Staff will ensure that a completed Medical Referral form and all insurance information, including current medical insurance card(s), accompany the person.

   f. Staff will remain at the hospital and coordinate an admission to the hospital. If the person served is not to be admitted to the hospital, staff will arrange for transportation home.

   g. Upon discharge from the hospital or emergency room, staff transporting to the program site will coordinate with the assigned nurse or nurse consultant, Program Coordinator, and/or Program Manager or designee, and ensure that:

      i. All new medications/treatments and care have been documented on the Medical Referral form

      ii. All medications or supplies have been obtained from the pharmacy

      iii. All new orders have been recorded on the monthly medication sheet

iv. All steps and findings are documented in the program and health documentation, as applicable

h. If the person's condition does not require a call to "911," but prompt medical attention is necessary, staff will consider the situation as health-threatening and will call the person's physician, licensed health care professional, or urgent care to obtain treatment.

i. Staff will contact the assigned nurse or nurse consultant, or Program Coordinator and/or Program Manager or designee, and will follow any instructions provided, including obtaining necessary staffing coverage.

j. Staff will transport the person to the medical clinic or urgent care and will remain with the person. A Medical Referral form will be completed at the time of the visit.

k. Upon return from the medical clinic or urgent care, staff will coordinate with the assigned nurse or nurse consultant, Program Coordinator, and/or Program Manager or designee and ensure that:

i. All new medications/treatments and care have been documented on the Medical Referral form

ii. All medications or supplies have been obtained from the pharmacy

iii. All new orders have been recorded on the monthly medication sheet

iv. All steps and findings are documented in the program and health documentation, as applicable

C. Any mental health crisis that requires the program to call "911," a mental health crisis intervention team, or a similar mental health response team or service when available and appropriate.

a. Staff will implement any crisis prevention plans specific to the person served as a means to de-escalate, minimize, or prevent a crisis from occurring.

b. If a mental health crisis were to occur, staff will ensure the person's safety and will not leave the person alone if possible.

c. Staff will contact “911,” a mental health crisis intervention team, or a similar mental health response team or service when available and appropriate, and explain the situation and that the person is having a mental health crisis.

d. Staff will follow any instructions provided by the “911” operator or the mental health crisis intervention team contact person.

e. Staff will notify the Program Coordinator and/or Program Manager or designee, who will assist in securing any staffing coverage that is necessary.

f. If the person is transported to a hospital, the staff will either accompany the person or go to the hospital as soon as possible. Staff will not leave other persons served alone or unattended.

g. Staff will ensure that a completed Medical Referral form and all current insurance information, including current medical insurance card(s), accompany the person.

h. Staff will remain at the hospital and coordinate an admission to the hospital. If the person served is not to be admitted to the hospital, staff will arrange for transportation home.

i. Upon discharge from the hospital or emergency room, staff transporting to the program site will coordinate with the assigned nurse or nurse consultant, Program Coordinator, and/or Program Manager or designee, and ensure that:

    i. All new medications/treatments have been documented on the Medical Referral form

    ii. All medications or supplies have been obtained from the pharmacy

    iii. All new orders have been recorded on the monthly medication sheet

    iv. All steps and findings are documented in the program and health documentation, as applicable

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

a. Staff will contact “911” immediately if there is a situation or act that puts the person at imminent risk of harm.

b. Staff will immediately notify the Program Coordinator and/or Program Manager or designee of any "911," law enforcement, or fire department involvement or intervention.

c. If a person served has been the victim of a crime, staff will follow applicable policies and procedures for reporting and reviewing maltreatment of vulnerable adults or minors.

d. If a person has been sexually assaulted, staff will discourage the person from bathing, washing, or changing clothing. Staff will leave the area where the assault took place untouched if it is under Affinity Residential Care, LLC's control.

e. If a person served is suspected of committing a crime or participating in unlawful activities, staff will follow the person's Support Plan Addendum when possible criminal behavior has been addressed by the support team.

f. If a person served is suspected of committing a crime and the possibility has not been addressed by the support team, the Program Coordinator and/or Program Manager will determine immediate actions and contact support team members to arrange a planning meeting.

g. If a person served is incarcerated, the Program Coordinator and/or Program Manager or designee will provide the police with information regarding vulnerability, challenging behaviors, and medical needs.

E. Unauthorized or unexplained absence of a person served from a program

a. Based on the person's supervision level, staff will determine when the person is missing from the program site or from supervision in the community.

b. Staff will immediately call "911" if the person is determined to be missing. Staff will provide the police with information about the person's appearance, last known location, disabilities, and other information as requested.

c. Staff will immediately notify the Program Coordinator and/or Program Manager or designee. Together, a more extensive search will be organized, if feasible, by checking locations where the person may have gone.

d. The Program Coordinator and/or Program Manager or designee will continue to monitor the situation until the individual is located.

e. If there is reasonable suspicion that abuse and/or neglect led to or resulted from the unauthorized or unexplained absence, staff will report immediately in accordance with applicable policies and

procedures for reporting and reviewing maltreatment of vulnerable adults or minors.

F. Conduct by a person served against another person served

a. Staff will immediately enlist the help of additional staff if they are available and intervene to protect the health and safety of persons involved.

b. Staff will redirect persons to discontinue the behavior and/or physically place themselves between the aggressor(s) using the least intrusive methods possible in order to de-escalate the situation.

c. If the aggressor has a behavior plan in place, staff will follow the plan as written in addition to the methodologies that may be provided in the Support Plan Addendum.

d. Staff will remove the person being aggressed towards to an area of safety.

e. If other least restrictive alternatives were ineffective in de-escalating the aggressors' conduct and immediate intervention is needed to protect the person or others from imminent risk of physical harm, staff will follow the Policy and Procedure on Emergency Use of Manual Restraint and/or staff will call "911."

f. If the ordinary operation of the program is disrupted, staff will manage the situation and return to the normal routine as soon as possible.

g. To the extent possible, staff will visually examine persons served for signs of physical injury and document any findings.

h. If the conduct results in injury, staff will provide necessary treatment according to their training.

G. Sexual activity between persons served involving force or coercion

a. Staff will follow any procedures as directed by the Individual Abuse Prevention Plans and/or Support Plan Addendums, as applicable.

b. Staff will immediately intervene in an approved therapeutic manner to protect the health and safety of the persons involved if there is obvious coercion or force involved, or based on the knowledge of the persons involved, that one of the persons may have sexually exploited the other.

c. If the persons served are unclothed, staff will provide them with a robe or other appropriate garment and will discourage the person from bathing, washing, changing clothing, or redressing in clothing that they were wearing.

d. Staff will leave the area where the sexual activity took place untouched if it is under Affinity Residential Care, LLC's control.

e. Staff will call "911" to seek medical attention if necessary and inform law enforcement.

f. To the extent possible, staff will visually examine persons served for signs of physical injury and document any findings.

g. If the incident resulted in injury, staff will provide necessary treatment according to their training.

Reporting incidents

A. Staff will first call "911" if they believe that a person is experiencing a medical emergency that may be life-threatening. In addition, staff will first call "911," a mental health crisis intervention team, or a similar mental health response team or service when available and appropriate for a person experiencing a mental health crisis.

B. Staff will immediately notify the Program Coordinator and/or Program Manager that an incident or emergency has occurred and follow the direction issued to them, and will document the incident or emergency on an Incident and Emergency Report and any related program or health documentation. Each Incident and Emergency Report will contain the required information as stated in the Policy and Procedure on Reviewing Incidents and Emergencies.

C. When the incident or emergency involves more than one person served, Affinity Residential Care, LLC and staff will not disclose personally identifiable information about any other person served when making the report to each person and/or legal representative and case manager unless Affinity Residential Care, LLC has the consent of the person and/or legal representative.

D. The Program Coordinator and/or Program Manager will maintain information about and report incidents to the legal representative or designated emergency contact and case manager within 24 hours of an incident occurring while services are being provided, within 24 hours of discovery or receipt of information that an incident occurred, unless Affinity Residential Care, LLC has reason to know that the

incident has already been reported, or as otherwise directed in the person's Support Plan and/or Support Plan Addendum.

E. A report will be made to the MN Office of the Ombudsman for Mental Health and Developmental Disabilities and the Department of Human Services Licensing Division within 24 hours of the incident, or receipt of the information that the incident occurred, unless Affinity Residential Care, LLC has reason to know that the incident has already been reported, by using the required reporting forms. A report may be made using the Office of the Ombudsman's Death Report webform or Serious Injury webform. Forms to fax include Death Reporting Form, Serious Injury Form, and Death or Serious Injury Report FAX Transmission Cover Sheet. Incidents to be reported include:

    a. Serious injury as determined by MN Statutes, section 245.91, subdivision 6.

    b. Death of a person served.

F. Verbal reporting of an emergency use of manual restraint will occur within 24 hours of the occurrence. Further reporting procedures will be completed according to the Policy and Procedure on Emergency Use of Manual Restraint, which includes the requirements of reporting incidents according to MN Statutes, sections 245D.06, subdivision 1, and 245D.061.

G. Within 24 hours of reporting maltreatment, Affinity Residential Care, LLC will inform the case manager of the nature of the activity or occurrence reported and the agency that received the report. Affinity Residential Care, LLC and staff will follow the applicable policy and procedure on reporting maltreatment for vulnerable adults or minors, as applicable.

H. For residential programs, licensed under the Adult Foster Care rule and not as a MN Statutes, chapter 245D-CRS Satellite license, the Program Coordinator and/or Program Manager will ensure that a report is made to the county licensing authority for the following incidents within 24 hours of:

    a. The occurrence of a fire that causes damage to the residence or requires the services of a fire department, or the onset of any changes or repairs to the residence that require a building permit.

    b. The occurrence of any injuries of a person served that require treatment by a physician.

    c. The occurrence of the death of a person served.

    d. Suspected or alleged maltreatment.

e. Notification to a person's physician because medication has not been taken as prescribed and the physician has determined that the refusal or failure to take the medication as prescribed created an immediate threat to the person's health or safety or the health or safety of other persons served.

I. For residential programs licensed as a MN Statutes, chapter 245D-CRS Satellite site, Affinity Residential Care, LLC will notify the local agency within 24 hours of the onset of changes in a residence resulting from construction, remodeling, or damage requiring repairs that require a building permit or may affect a licensing requirement of MN Statutes, chapter 245D.

105. EMERGENCIES
Created: 09/14/2022

PURPOSE

The purpose of this policy is to provide guidelines on preparing for, reporting, and responding to emergencies to ensure the safety and well-being of persons served.

POLICY

Affinity Residential Care, LLC will be prepared to respond to emergencies as defined in MN Statutes, section 245D.02, subdivision 8, that occur while providing services, to protect the health and safety of and minimize risk of harm to the person(s) served. Staff will address all emergencies according to the specific procedure outlined in this policy and act immediately to ensure the safety of persons served. After the situation has been resolved and/or the person(s) involved are no longer in immediate danger, staff will complete the necessary documentation in order to comply with licensing requirements on reporting and to assist in developing preventative measures, if applicable. For incident response procedures, staff will refer to the Policy and Procedure on Responding to and Reporting Incidents.

All staff will be trained on this policy and the safe and appropriate response to and reporting of emergencies. Program sites will have contact information of a source of emergency medical care and transportation readily available for quick and easy access. In addition, a list of emergency phone numbers will be posted in a prominent location and emergency contact information for persons served at the facility, including each person's representative, physician, and dentist.

PROCEDURE

Defining emergencies

An emergency is defined as any event that affects the ordinary daily operation of the program including, but not limited to:

- Fires.
- Severe weather.
- Natural disasters.

- Power failures.
- Emergency evacuation or moving to an emergency shelter.
- Temporary closure or relocation of the program to another facility or service site for more than 24 hours.
- Other events that threaten the immediate health and safety of persons served and that require calling “911.”

Preparing for emergencies

A. To be prepared for emergencies, a staff person trained in first aid will be available on site in a community residential setting, and when required in a person’s Support Plan and/or Support Plan Addendum, be able to provide cardiopulmonary resuscitation (CPR), whenever persons are present and staff are required to be at the site to provide direct services.

B. Each community residential setting will have a first aid kit readily available for use by, and that meets the needs, of persons served and staff. The first aid kit will contain, at a minimum, bandages, sterile compresses, scissors, and an ice bag or cold pack, an oral or surface thermometer, mild liquid soap, adhesive tape, and a first aid manual.

C. Community residential setting facilities will have:

    a. A floor plan is available that identifies the locations of:
        i. Fire extinguishers and audible or visual alarm systems
        ii. Exits, primary and secondary evacuation routes, and accessible egress routes, if any
        iii. An emergency shelter within the facility
    b. A site plan that identifies:
        i. Designated assembly points outside the facility
        ii. Locations of fire hydrants
        iii. Routes of fire department access

c. An emergency escape plan for each resident.

d. A floor plan that identifies the location of enclosed exit stairs for facilities that have three (3) or more dwelling units.

D. Quarterly fire and severe weather drills will be conducted throughout the year on various days of the week and times of the day or night. Staff and persons served in the facility will not be notified prior to the drill, if possible, to ensure correct implementation of staff responsibilities for response. The program manager or designee will be responsible for the initiation of the emergency drill and will record the date, day, and time of the drill in the emergency plan files.

E. As part of the emergency plan file kept at the facility site, the following information will be maintained:

a. The log of quarterly fire and severe weather drills.

b. The readily available emergency response plan.

c. Emergency contact information for persons served at the facility, including each person's representative, physician, and dentist.

d. Information on the emergency shelter within the facility and the designated assembly points outside the facility.

e. Emergency phone numbers that are posted in a prominent location.

F. If persons served require the use of adaptive procedures or equipment to assist them with safe evacuation, staff will receive specific instruction on these procedures and equipment.

Responding to emergencies

Staff will call "911" as needed, depending on the type of emergency and following the response procedures listed below.

A. Fire

a. Staff will respond immediately to all fire and smoke detector alarms or signs of fire by activating the alarm system.

b. All persons will be evacuated from the building by staff and assembled at the established designated assembly point outside the facility.

c. “911” will be immediately called from a neighbor’s telephone or a cell phone to report the fire.

d. Staff will contain the area of the fire, if feasible, by closing doors. If it is possible to put out the fire with a fire extinguisher, staff will attempt to do so.

e. Staff will notify the program manager or designee.

f. Persons served and individuals will not reenter the program site until the police or fire department issues instructions that the area is safe.

g. If the program site is not habitable and relocation to a designated safe area, such as an emergency shelter, is necessary, staff will follow the procedures in Letter E of this Responding to emergencies section.

B. Severe weather conditions and natural disasters

a. At the first sign of severe weather, including but not limited to high winds, heavy snow or rain, or extreme temperatures, staff will confirm the location and safety of all persons served.

b. Staff will listen to the radio or watch television for current weather conditions.

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

d. If feasible, persons served but not scheduled for supervision will be called and warned.

e. Staff will assist all persons in staying in the safe area until an all clear is issued through the radio or by other means.

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

g. If relocation to a designated safe area, such as an emergency shelter, is necessary, staff will follow the procedures in Letter E of this Responding to emergencies section.

C. Power failure (electricity outage or gas leak)

a. During a power failure, all staff will remain with persons served. If persons are not in the immediate area at the program, staff will locate them and bring them to the central program area.

b. The power company will be contacted by cell phone to determine the estimated length of the power outage. If estimated to last less than two hours, the program manager or designee will be contacted to determine what actions will be taken. If the power outage is to last more than two hours, staff will transport the persons to a safe area or location as previously established by the program manager.

c. If gas is smelled or a gas leak is suspected, staff will evacuate persons to the established designated assembly point outside the facility.

d. The gas company will be immediately notified, and instructions will be followed.

e. No one will be permitted to use lighters, matches, or any open flame during this time. All electrical and battery-operated appliances and machinery will be turned off until the all clear has been provided.

f. The program manager or designee will be notified of the gas leak. This call will be made by staff from the safe area using a cell phone or from a neighbor's phone.

g. If relocation to a designated safe area, such as an emergency shelter, is necessary, staff will follow the procedures in Letter E of this Responding to emergencies section.

D. Emergency evacuation, moving to an emergency shelter, and temporary closure or relocation of the program to another facility or service site for more than 24 hours

a. Staff will ensure that everyone leaves the building and will assist all persons in gathering at the designated assembly point outside the facility.

b. Staff will immediately notify the program manager or designee of the conditions that may require emergency evacuation, moving to an emergency shelter, temporary closure, or the relocation of the program to another site.

c. The program manager or designee will coordinate relocation of services in a way that promotes continuity of care of persons served.

d. The program manager or designee will coordinate and assist staff as necessary in transporting persons to the designated location.

e. If access to the program site is permitted, staff will transfer persons' program files, clothing, necessary personal belongings, current medications, and medication administration records to the designated location.

f. The program manager will notify the legal representative or designated emergency contact, case manager, and other licensed caregiver (if applicable) of the new location of the program if necessary.

E. Other events that threaten the immediate health and safety of persons served and that require calling "911"

a. Pandemic event: Upon request, staff will cooperate with state and local government disaster planning agencies working to prepare for or react to emergencies presented by a pandemic outbreak.

b. Bomb threat

i. Upon receiving a bomb threat, staff at the program site should pull the fire alarm, if available.

ii. Staff will ensure that everyone leaves the building and assembles at the designated assembly point outside the facility.

iii. Staff will immediately call "911" from a neighbor's telephone or a cell phone.

iv. Staff and persons will remain outside the building until further instructions are received from the police or fire department.

v. If unable to reoccupy the building, staff will follow the procedures in Letter E of this Responding to Emergencies section.

c. Repeated and unwanted or threatening phone calls

i. Upon receiving repeated and unwanted or threatening phone calls, staff will hang up the phone immediately or encourage the person served to hang up the phone.

ii. Staff will lock all doors and windows.

iii. Staff will monitor the frequency of disruptive phone calls, informing the program manager when the calls continue to a point where the safety of persons served is in question or when the calls are personally threatening or environmentally threatening to a program site or property.

iv. Staff will call “911” if at any point they feel threatened.

v. The program manager will determine when and if the telephone number will be changed due to the harassing or threatening telephone calls.

Reporting Emergencies

A. Staff will immediately notify the program manager that an incident or emergency has occurred and follow directions issued to them, and will document the incident or emergency on an Incident and Emergency Report, any related program or health documentation. Each Incident and Emergency Report will contain the required information as stated in the Policy and Procedure on Reviewing Incidents and Emergencies.

B. If an incident resulted from the emergency, the program manager will maintain information about and report incidents to the legal representative or designated emergency contact and case manager within 24 hours of an incident occurring while services are being provided, within 24 hours of discovery or receipt of information that an incident occurred, unless Affinity Residential Care, LLC has reason to know that the incident has already been reported, or as otherwise directed in the person’s Support Plan and/or Support Plan Addendum.

C. When the incident or emergency involves more than one person served, Affinity Residential Care, LLC and staff will not disclose personally identifiable information about any other person served when making the report to each person and/or legal representative and case manager unless Affinity Residential Care, LLC has the consent of the person and/or legal representative.

D. If a serious injury or death were to occur as a result of the emergency, staff will follow the response and report procedures as stated in the Policy and Procedures on Responding to and Reporting Incidents and, if needed, the Policy and Procedure on Death of a Person Served.

106. REVIEWING INCIDENTS AND EMERGENCIES

Created: 09/14/2022

PURPOSE

The purpose of this policy is to establish guidelines for the internal review of incidents and emergencies.

POLICY

Affinity Residential Care, LLC is committed to the prevention of and safe and timely response to incidents and emergencies. Staff will act immediately to respond to incidents and emergencies as directed in the Policy and Procedure on Responding to and Reporting Incidents and the Policy and Procedure on Emergencies. After the health and safety of person(s) served are ensured, staff will complete all required documentation that will be compiled and used as part of the internal review process.
Affinity Residential Care, LLC will ensure the timely completion of the internal review procedure of incidents and emergencies to identify trends or patterns and take corrective action, if needed.

PROCEDURE

A. The Program Manager will conduct a review of all reports of incidents and emergencies for identification of patterns and implementation of corrective action as necessary to reduce occurrences. This review will include:

    a. Accurate and complete documentation standards that include the use of objective language, a thorough narrative of events, appropriate response, etc.

    b. Identification of patterns which may be based upon the person served, staff involved, location of incident, etc., or a combination.

    c. Corrective action that will be determined by the results of the review and may include, but is not limited to, retraining of staff, changes in the physical plant of the program site, and/or changes in the Support Plan Addendum.

B. Each Incident and Emergency Report will contain the following information:

a. The name of the person or persons involved in the incident. Staff don't need to identify all persons affected by or involved in an emergency unless the emergency resulted in an incident.

b. The date, time, and location of the incident or emergency.

c. A description of the incident or emergency.

d. A description of the response to the incident or emergency and whether a person's Support Plan Addendum or program policies and procedures were implemented as applicable.

e. The name of the staff person or persons who responded to the incident or emergency.

f. The determination of whether corrective action is necessary based on the results of the review that will be completed by the Program Manager.

C. In addition to the review for the identification of patterns and implementation of corrective action, Affinity Residential Care, LLC will consider the following situations reportable as incidents or emergencies, which will require the completion of an internal review:

a. Emergency use of manual restraint as defined in MN Statutes, sections 245D.02, subdivision 8a, and 245D.061. MN Statutes, section 245D.061, subdivision 6, has an internal review report requiring the answering of six questions.

b. Death and serious injuries not reported as maltreatment according to MN Statutes, section 245D.06, subdivision 1, paragraph g.

c. Reports of maltreatment of vulnerable adults or minors according to MN Statutes, sections 626.557 and 260E.

d. Complaints or grievances as defined in MN Statutes, section 245D.10, subdivision 2.

D. When Affinity Residential Care, LLC knows that a situation has occurred that requires an internal review, the Program Manager will ensure that an Incident and Emergency Report or Emergency Use of Manual Restraint Incident Report has been completed.

a. In addition to the Incident and Emergency Report, if there was a death or serious injury, the Program Manager will also ensure that the applicable documents have also been completed for the MN Office of the Ombudsman for Mental Health and Developmental Disabilities and the Department of Human Services Licensing Division.

b. For internal reports of suspected or alleged maltreatment of a vulnerable adult, a copy of the Notification to an Internal Reporter will also be submitted for the internal review.

c. The internal review and reporting of emergency use of manual restraints will be completed according to the Policy and Procedure on Emergency Use of Manual Restraint.

E. Documentation to be submitted to the designated person responsible for completing internal reviews will include, as applicable:

a. Incident and Emergency Report.

b. Notification to an Internal Reporter.

c. Emergency Use of Manual Restraint Incident Report.

d. Death Reporting Form.

e. Serious Injury Form.

f. Death or Serious Injury Report FAX Transmission Cover Sheet.

g. Complaint Summary and Resolution Notice.

F. The COO is the primary individual responsible for ensuring that internal reviews are completed for reports. If there are reasons to believe that the COO is involved in the alleged or suspected maltreatment or is unable to complete the internal review, the Director is the secondary individual responsible for ensuring that internal reviews are completed.

G. The internal review will be completed within 30 calendar days for maltreatment reports using the Internal Review form and will include an evaluation of whether:

a. Related policies and procedures were followed.

b. The policies and procedures were adequate.

c. There is a need for additional staff training.

d. The reported event is similar to past events with the persons or the services involved.

e. There is a need for corrective action by Affinity Residential Care, LLC to protect the health and safety of persons served.

H. Based upon the results of the review, Affinity Residential Care, LLC will develop, document, and implement a corrective action plan designed to correct current lapses and prevent future lapses in performance by staff or Affinity Residential Care, LLC, if any.

I. The following information will be maintained in the service recipient record, as applicable:

a. Incident and Emergency Report, including the written summary and the Program Manager's review.

b. Emergency Use of Manual Restraint Incident Report and applicable reporting and reviewing documentation requirements.

c. Death Reporting Form.

d. Serious Injury Form.

e. Death or Serious Injury Report FAX Transmission Cover Sheet.

f. Complaint Summary and Resolution Notice.

J. Completed Internal Reviews and documentation regarding suspected or alleged maltreatment will be maintained separately by the internal reviewer in a designated file that is kept locked and only accessible to authorized individuals.

K. Internal reviews must be made accessible to the commissioner immediately upon the commissioner's request for internal reviews regarding maltreatment.

107. REPORTING AND REVIEW OF MALTREATMENT OF VULNERABLE ADULTS

Created: 09/14/2022

PURPOSE

The purpose of this policy is to establish guidelines for the internal and external reporting and the internal review of maltreatment of vulnerable adults.

POLICY

Staff who are mandated reporters must report all of the information they know regarding an incident of known or suspected maltreatment, either internally or externally, in order to meet their reporting requirements under law. All staff of Affinity Residential Care, LLC who encounter maltreatment of a vulnerable adult will take immediate action to ensure the safety of the person(s) served. Staff will define maltreatment of vulnerable adults as abuse, neglect, or financial exploitation and will refer to the definitions from Minnesota Statutes, section 626.5572, at the end of this policy. Staff are to conduct themselves in a supportive and respectful manner, which does not maltreat Vulnerable Adults.

Staff will refer to the Policy and Procedure on Reporting and Review of Maltreatment of Minors regarding suspected or alleged maltreatment of persons 17 years of age or younger.

PROCEDURE

A. Staff of Affinity Residential Care, LLC, who encounter maltreatment of a vulnerable adult, age 18 or older, will take immediate action to ensure the safety of the person or persons, as well as the safekeeping of their funds and property. If a staff member knows or suspects that a vulnerable adult is in immediate danger, they will call “911.”

B. If a staff member knows or suspects that maltreatment of a vulnerable adult has occurred, they must make a report immediately (within 24 hours) internally to Affinity Residential Care, LLC, or externally to the Minnesota Adult Abuse Reporting Center. Should the staff choose to make a report directly to an external agency, they must make the report by notifying the Minnesota Adult Abuse Reporting Center.

C. To make a report internally to Affinity Residential Care, LLC, staff must make a verbal report to their supervisor or COO. The COO is the primary individual responsible for receiving internal reports of maltreatment and for forwarding internal reports to the Minnesota Adult Abuse Reporting Center. If

there are reasons to believe that the COO is involved in the alleged or suspected maltreatment, the Director is the secondary individual responsible for receiving internal reports of maltreatment and for forwarding internal reports to the Minnesota Adult Abuse Reporting Center.

D. To make a report externally to the Minnesota Adult Abuse Reporting Center staff can call 844-880-1574 or report at mn.gov/dhs/reportadultabuse/.

E. When reporting the alleged or suspected maltreatment, either internally or externally, staff will include as much information as they know and will cooperate with any subsequent investigation.

F. For internal reports of suspected or alleged maltreatment, the person who received the report will:

    a. Contact the Minnesota Adult Abuse Reporting Center if the report is determined to be suspected or alleged maltreatment.

    b. Ensure an Incident and Emergency Report has been completed.

    c. Inform the case manager within 24 hours of reporting maltreatment, unless there is reason to believe that the case manager is involved in the suspected maltreatment. The person who received the report will disclose to the case manager the:

        i. Nature of the activity or occurrence reported

        ii. The agency that received the report

    d. Complete and mail the Notification to an Internal Reporter to the home address of the staff who reported the maltreatment within two working days in a manner that protects the reporter's confidentiality. The notification must indicate whether or not Affinity Residential Care, LLC reported externally Minnesota Adult Abuse Reporting Center. The notice must also inform the staff that if Affinity Residential Care, LLC did not report externally and they are not satisfied with that decision, they may still make the external report to the Minnesota Adult Abuse Reporting Center themselves. It will also inform the staff that they are protected against any retaliation if they decide to make a good-faith report to the Minnesota Adult Abuse Reporting Center on their own.

G. When Affinity Residential Care, LLC has knowledge that an internal or external report of alleged or suspected maltreatment has been made, an internal review will be completed. The COO is the primary individual responsible for ensuring that internal reviews are completed for reports of maltreatment. If there are reasons to believe that the COO is involved in the alleged or suspected maltreatment, the Director is the secondary individual responsible for ensuring that internal reviews are completed.

H. The Internal Review will be completed within 30 calendar days. The person completing it will:

    a. Ensure an Incident and Emergency Report has been completed.

    b. Contact the lead investigative agency if additional information has been gathered.

    c. Coordinate any investigative efforts with the lead investigative agency by serving as Affinity Residential Care, LLC contact, ensuring that staff cooperate and that all records are available.

    d. Complete an Internal Review, which will include the following evaluations of whether:

        i. Related policies and procedures were followed

        ii. The policies and procedures were adequate

        iii. There is a need for additional staff training

        iv. The reported event is similar to past events with the vulnerable adults or the services involved

    e. There is a need for corrective action by Affinity Residential Care, LLC, to protect the health and safety of the vulnerable adult(s)

    f. Complete the Alleged Maltreatment Review Checklist and compile all documents regarding the report of maltreatment.

I. Based upon the results of the internal review, Affinity Residential Care, LLC will develop, document, and implement a corrective action plan designed to correct current lapses and prevent future lapses in performance by staff or Affinity Residential Care, LLC, if any.

J. Internal reviews must be made accessible to the commissioner immediately upon the commissioner's request for internal reviews regarding maltreatment.

K. Affinity Residential Care, LLC will provide an orientation to the internal and external reporting procedures to all persons served and/or legal representatives. This orientation will include the telephone number and website for the Minnesota Adult Abuse Reporting Center. This orientation for each new person to be served will occur within 24 hours of admission, or for persons who would benefit more from a later orientation, the orientation may take place within 72 hours.

L. Staff will receive training on this policy, MN Statutes, section 245A.65, and sections 626.557 and 626.557,2 and their responsibilities related to protecting persons served from maltreatment and reporting maltreatment. This training must be provided within 72 hours of first providing direct contact services and annually thereafter.

MINNESOTA STATUTES, SECTION 626.5572 DEFINITIONS

Subdivision 1. **Scope**.
For section 626.557, the following terms have the meanings given to them, unless otherwise specified.

Subd. 15. **Maltreatment**.
"Maltreatment" means abuse as defined in subdivision 2, neglect as defined in subdivision 17, or financial exploitation as defined in subdivision 9.

Subd. 2. **Abuse**.
"Abuse" means:

A. An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of:

   a. Assault in the first through fifth degrees as defined in sections 609.221 to 609.224;

   b. The use of drugs to injure or facilitate crime as defined in section 609.235;

   c. The solicitation, inducement, and promotion of prostitution as defined in section 609.322; and

d. Criminal sexual conduct in the first through fifth degrees as defined in sections 609.342 to 609.3451.

A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction.

B. Conduct which is not an accident or therapeutic conduct as defined in this section, which produces or could reasonably be expected to produce physical pain or injury or emotional distress, including, but not limited to, the following:

a. Hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult;

b. Use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; or

c. Use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult, unless authorized under applicable licensing requirements or Minnesota Rules, chapter 9544.

C. Any sexual contact or penetration as defined in section 609.341, between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility.

D. The act of forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult's will to perform services for the advantage of another.

E. For purposes of this section, a vulnerable adult is not abused for the sole reason that the vulnerable adult or a person with authority to make health care decisions for the vulnerable adult under sections 144.651, 144A.44, chapter 145B, 145C or 252A, or section 253B.03 or 524.5-313, refuses consent or withdraws consent, consistent with that authority and within the boundary of reasonable medical practice, to any therapeutic conduct, including any care, service, or procedure to diagnose, maintain, or treat the physical or mental condition of the vulnerable adult or, where permitted under law, to provide nutrition and hydration parenterally or through intubation. This paragraph does not enlarge or diminish rights otherwise held under law by:

a. A vulnerable adult or a person acting on behalf of a vulnerable adult, including an involved family member, to consent to or refuse consent for therapeutic conduct; or

b. A caregiver to offer or provide or refuse to offer or provide therapeutic conduct.

F. For purposes of this section, a vulnerable adult is not abused for the sole reason that the vulnerable adult, a person with authority to make health care decisions for the vulnerable adult, or a caregiver in good faith selects and depends upon spiritual means or prayer for treatment or care of disease or remedial care of the vulnerable adult in lieu of medical care, provided that this is consistent with the prior practice or belief of the vulnerable adult or with the expressed intentions of the vulnerable adult.

G. For purposes of this section, a vulnerable adult is not abused for the sole reason that the vulnerable adult, who is not impaired in judgment or capacity by mental or emotional dysfunction or undue influence, engages in consensual sexual contact with:

a. A person, including a facility staff person, when a consensual sexual personal relationship existed before the caregiving relationship; or

b. A personal care attendant, regardless of whether a consensual sexual personal relationship existed before the caregiving relationship.

Subd. 9. **Financial exploitation**.
"Financial exploitation" means:

A. In breach of a fiduciary obligation recognized elsewhere in law, including pertinent regulations, contractual obligations, documented consent by a competent person, or the obligations of a responsible party under section 144.6501, a person:

a. Engages in unauthorized expenditure of funds entrusted to the actor by the vulnerable adult, which results or is likely to result in detriment to the vulnerable adult; or

b. Fails to use the financial resources of the vulnerable adult to provide food, clothing, shelter, health care, therapeutic conduct, or supervision for the vulnerable adult, and the failure results or is likely to result in detriment to the vulnerable adult.

B. In the absence of legal authority, a person:

   a. Willfully uses, withholds, or disposes of funds or property of a vulnerable adult;

   b. Obtains for the actor or another the performance of services by a third person for the wrongful profit or advantage of the actor or another to the detriment of the vulnerable adult;

   c. Acquires possession or control of, or an interest in, funds or property of a vulnerable adult through the use of undue influence, harassment, duress, deception, or fraud; or

   d. Forces, compels, coerces, or entices a vulnerable adult against the vulnerable adult's will to perform services for the profit or advantage of another.

C. Nothing in this definition requires a facility or caregiver to provide financial management or supervise financial management for a vulnerable adult except as otherwise required by law.

Subd. 17. **Neglect**.

Neglect means neglect by a caregiver or self-neglect.

A. “Caregiver neglect” means” the failure or omission by a caregiver to supply a vulnerable adult with care or services, including but not limited to, food, clothing, shelter, health care, or supervision, which is:

   a. Reasonable and necessary to obtain or maintain the vulnerable adult's physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult; and

   b. Which is not the result of an accident or therapeutic conduct.

B. “Self-neglect” means neglect by a vulnerable adult of the vulnerable adult’s own food, clothing, shelter, health care, or other services that are not the responsibility of a caregiver, which a reasonable person would deem essential to obtain or maintain the vulnerable adult's health, safety, or comfort.

C. For purposes of this section, a vulnerable adult is not neglected for the sole reason that:

a. The vulnerable adult or a person with authority to make health care decisions for the vulnerable adult under sections 144.651, 144A.44, chapter 145B, 145C, or 252A, or sections 253B.03 or 524.5-101 to 524.5-502, refuses consent or withdraws consent, consistent with that authority and within the boundary of reasonable medical practice, to any therapeutic conduct, including any care, service, or procedure to diagnose, maintain, or treat the physical or mental condition of the vulnerable adult, or, where permitted under law, to provide nutrition and hydration parenterally or through intubation; this paragraph does not enlarge or diminish rights otherwise held under law by:

    i. A vulnerable adult or a person acting on behalf of a vulnerable adult, including an involved family member, to consent to or refuse consent for therapeutic conduct; or

    ii. A caregiver to offer or provide or refuse to offer or provide therapeutic conduct; or

b. The vulnerable adult, a person with authority to make health care decisions for the vulnerable adult, or a caregiver in good faith selects and depends upon spiritual means or prayer for treatment or care of disease or remedial care of the vulnerable adult in lieu of medical care, provided that this is consistent with the prior practice or belief of the vulnerable adult or with the expressed intentions of the vulnerable adult;

c. The vulnerable adult, who is not impaired in judgment or capacity by mental or emotional dysfunction or undue influence, engages in consensual sexual contact with:

    i. A person, including a facility staff person, when a consensual sexual personal relationship existed before the caregiving relationship; or

    ii. A personal care attendant, regardless of whether a consensual sexual personal relationship existed before the caregiving relationship, or

d. An individual makes an error in the provision of therapeutic conduct to a vulnerable adult, which does not result in injury or harm that reasonably requires medical or mental health care; or

e. An individual makes an error in the provision of therapeutic conduct to a vulnerable adult that results in injury or harm, which reasonably requires the care of a physician, and:

i. The necessary care is provided in a timely fashion as dictated by the condition of the vulnerable adult.

ii. If, after receiving care, the health status of the vulnerable adult can be reasonably expected, as determined by the attending physician, to be restored to the vulnerable adult's preexisting condition.

iii. The error is not part of a pattern of errors by the individual.

iv. If in a facility, the error is immediately reported as required under section 626.557 and recorded internally in the facility.

v. If in a facility, the facility identifies and takes corrective action and implements measures designed to reduce the risk of further occurrence of this error and similar errors; and

vi. If in a facility, the actions required under items (iv) and (v) are sufficiently documented for review and evaluation by the facility and any applicable licensing, certification, and ombudsman agency.

D. Nothing in this definition requires a caregiver, if regulated, to provide services in excess of those required by the caregiver's license, certification, registration, or other regulation.

E. If the findings of an investigation by a lead agency result in a determination of substantiated maltreatment for the sole reason that the actions required of a facility under paragraph (c), clause (5), item (iv), (v), or (vi), were not taken, then the facility is subject to a correction order. An individual will not be found to have neglected or maltreated the vulnerable adult based solely on the facility's not having taken the actions required under paragraph (c), clause (5), item (iv), (v), or (vi). This must not alter the lead agency's determination of mitigating factors under section 626.557, subdivision 9c, paragraph (c).

	Local County - Adults	**Telephone Numbers**	**Address**
1.	Hennepin County	Main: 612-348-8526	300 6th St. #A1400 Minneapolis, MN 55487

2.	Ramsey County	Main: 651-266-4444	160 E Kellogg Blvd St. Paul, MN 55101

108. REPORTING AND REVIEW OF MALTREATMENT OF MINORS

Created: 09/14/2022
Revised: 04/01/2026

PURPOSE

The purpose of this policy is to establish guidelines for the reporting and internal review of maltreatment of minors (children) in care.

POLICY

Staff who are mandated reporters must report externally all of the information they know regarding an incident of known or suspected maltreatment of a child, in order to meet their reporting requirements under law. All staff of Affinity Residential Care, LLC who encounter maltreatment of a minor will take immediate action to ensure the safety of the child. Staff will define maltreatment as sexual abuse, physical abuse, or neglect and will refer to the definitions from MN Statutes, chapter 260E, at the end of this policy. Mandated reporters must immediately report if a child required to be enrolled in school has at least seven unexcused absences in the current school year and is at risk of educational neglect.

Any person may voluntarily report to the local welfare agency, agency responsible for assessing or investigating the report, police department, the county sheriff, tribal social services agency, or tribal police department if the person knows, has reason to believe, or suspects a child is being maltreated. Staff of Affinity Residential Care, LLC cannot shift the responsibility of reporting maltreatment to an internal staff person or position. In addition, if a staff knows or has reason to believe a child is being or has been maltreated within the preceding three years, the staff must immediately (as soon as possible but within 24 hours) make a report to the local welfare agency, agency responsible for assessing or investigating the report, police department, the county sheriff, tribal social services agency, or tribal police department.

Staff will refer to the Policy and Procedure on Reporting and Review of Maltreatment of Vulnerable Adults regarding suspected or alleged maltreatment of individuals 18 years of age or older.

PROCEDURE

A. Staff of Affinity Residential Care, LLC, who encounter maltreatment of a child, age 17 or younger, will take immediate action to ensure the safety of the child or children. If a staff member knows or suspects

that a child is in immediate danger, they will call “911” or local law enforcement.

B. Staff mandated to report maltreatment within a licensed facility will report the information to the agency responsible for licensing the facility. If the mandated reporter is unsure of what agency to contact, they will contact the county agency and follow their direction.

C. Staff who know or suspect that a child has been maltreated but is not in immediate danger will report to:

    a. The local child welfare agency will investigate if an alleged perpetrator is a parent, guardian, family child care provider, family foster care provider, or an unlicensed personal care provider.

    b. The Minnesota Department of Human Services, Licensing Division, 651-431-6600, if alleged maltreatment was committed by a staff person at a child care center, residential treatment center (children’s mental health), group home for children, minor parent program, shelter for children, chemical dependency treatment program for adolescents, waivered services program for children, crisis respite program for children, or residential program for children with developmental disabilities.

    c. Minnesota Department of Health, Office of Health Facility Complaints, 651-201-4200 or 800-369-7994, if alleged maltreatment occurred in a home health care setting, hospital, regional treatment center, nursing home, intermediate care facility for the developmentally disabled, or licensed and unlicensed care attendants.

D. Reports regarding incidents of maltreatment of children occurring within a family or in the community should be made to the local county social services agency or local law enforcement, referencing the phone numbers contained within this policy.

E. When verbally reporting the alleged maltreatment to the external agency, the mandated reporter will include as much information as known to identify the child, any persons responsible for the maltreatment (if known), the nature and extent of the maltreatment, and the name and address of the reporter.

F. If the report of suspected maltreatment within Affinity Residential Care, LLC, the report should also include any actions taken by Affinity Residential Care, LLC in response to the incident. If a staff member attempts to report the suspected maltreatment internally, the person receiving the report will

remind the staff member of the requirement to report externally.

G. A verbal report of suspected maltreatment that is made to one of the listed agencies by a mandated reporter must be followed by a written report to the same agency within 72 hours, exclusive of weekends and holidays.

H. When Affinity Residential Care, LLC has knowledge that an external report of alleged or suspected maltreatment has been made, an internal review will be completed. The COO is the primary individual responsible for ensuring that internal reviews are completed for reports of maltreatment. If there are reasons to believe that the COO is involved in the alleged or suspected maltreatment, the Director is the secondary individual responsible for ensuring that internal reviews are completed.

I. The Internal Review will be completed within 30 calendar days. The person completing it will:

    a. Ensure an Incident and Emergency Report has been completed.

    b. Contact the lead investigative agency if additional information has been gathered.

    c. Coordinate any investigative efforts with the lead investigative agency by serving as Affinity Residential Care, LLC contact, ensuring that staff cooperate and that all records are available.

    d. Complete an Internal Review, which will include the following evaluations of whether:

        i. Related policies and procedures were followed

        ii. The policies and procedures were adequate

        iii. There is a need for additional staff training

        iv. The reported event is similar to past events with the children or the services involved

        v. There is a need for corrective action by Affinity Residential Care, LLC, to protect the health and safety of the children in care

    e. Complete the Alleged Maltreatment Review Checklist and compile all documents regarding the report of maltreatment.

J. Based upon the results of the internal review, Affinity Residential Care, LLC will develop, document, and implement a corrective action plan designed to correct current lapses and prevent future lapses in performance by individuals or Affinity Residential Care, LLC, if any.

K. Internal reviews must be made accessible to the commissioner immediately upon the commissioner's request for internal reviews regarding maltreatment.

L. Staff will receive training on this policy, MN Statutes, section 245A.66, and chapter 260E, and their responsibilities related to protecting children in care from maltreatment and reporting maltreatment. This training must be provided within 72 hours of first providing direct contact services and annually thereafter.

EXTERNAL AGENCIES

	Local County - Minors	**Telephone Numbers**	**Address**
1.	Hennepin County	Main: 612-348-3552	525 Portland Ave S Minneapolis, MN 55415
2.	Ramsey County	Main: 651-266-4500	160 E Kellogg Blvd St. Paul, MN 55101

COUNTY	**DAY**	**EVENING/WEEKEND**
AITKIN	(218) 927-7200 or (800)328-3744	(218) 927-7400
ANOKA	(763) 422-7215	(651) 291-4680
BECKER	(218) 847-5628	(218) 847-2661
BELTRAMI	(218) 333-4223	(218) 751-9111
BENTON	(320) 968-5087	(320) 968-7201
BIG STONE	(320) 839-2555	(320) 815-0215
BLUE EARTH	(507) 304-4111	(507) 625-9034
BROWN	(507) 354-8246	(507) 233-6720
CARLTON	(218) 879-4511	(218) 384-3236

CARVER	(952) 361-1600	(952) 442-7601
CASS	(218) 547-1340	(218) 547-1424
CHIPPEWA	(320) 269-6401	(320) 269-2121
CHISAGO	(651) 213-5600	(651) 257-4100
CLAY	(218) 299-5200	(218) 299-5151
CLEARWATER	(218) 694-6164	(218) 694-6226
COOK	(218) 387-3620	(218) 387-3030
COTTONWOOD	(507) 831-1891	(507) 831-1375
CROW WING	(218) 824-1140	(218) 829-4740
DAKOTA	(952) 891-7459	(952) 891-7171
DODGE	(507) 635-6170	(507) 635-6200
DOUGLAS	(320) 762-2302	(320) 762-8151
FARIBAULT	(507) 526-3265	(507 526-5148
FILLMORE	(507) 765-2175	(507) 765-3874
FREEBORN	(507) 377-5400	(507) 377-5205
GOODHUE	(651) 385-3232	(651) 385-3155
GRANT	(218) 685-4417	(800) 797-6190
HENNEPIN	(612) 348-3552	(612) 348-8526
HOUSTON	(507) 725-5811	(507) 725-3379
HUBBARD	(218) 732-1451	(218) 732-3331
ISANTI	(763) 689-1711	(763) 689-2141
ITASCA	(218) 327-2941	(218) 326-8565
JACKSON	(507) 847-4000	(507) 847-4420
KANABEC	(320) 679-6350	(320) 679-8400
KANDIYOHI	(320) 231-7800	(320) 235-1260
KITTSON	(218) 843-2689	(218) 843-3535
KOOCHICHING	(218) 283-7000	(218) 283-4416
LAC QUI PARLE	(320) 598-7594	(320) 598-3720
LAKE	(218) 834-8400	(218) 834-8385
LAKE OF THE WOODS	(218) 634-2642	(218) 634-1143
LE SUEUR	(507) 357-8288	(507) 357-8545

LINCOLN	(800) 810-8816	(507) 694-1664
LYON	(800) 657-3760	(507) 537-7666
MAHNOMEN	(218) 935-2568	(218) 935-2255
MARSHALL	(218) 745-5124	(218) 745-5411
MARTIN	(507) 238-4757	(507) 238-4481
MC LEOD	(320) 864-3144	(320) 864-3134
MEEKER	(320) 693-5300	(320) 693-5400
MILLE LACS	(320) 983-8208	(320) 983-8250
MORRISON	(320) 632-2951	(320) 632-9233
MOWER	(507) 437-9700	(507) 437-9400
MURRAY	(800) 657-3811	(507) 836-6168
NICOLLET	(507) 386-4528	(507) 931-1570
NOBLES	(507) 295-5213	(507) 372-2136
NORMAN	(218) 784-5400	(218) 784-7114
OLMSTED	(507) 328-6400	(507) 328-6583
OTTER TAIL	(218) 998-8150	(218) 998-8555
PENNINGTON	(218) 681-2880	(218) 681-6161
PINE	(320) 591-1570	(320) 629-8380
PIPESTONE	(507) 825-6720	(507) 825-6792
POLK	(218) 281-8483	(218) 281-0431
POPE	(320) 634-5750	(320) 634-5411
RAMSEY	(651) 266-4500	(651) 291-6795
RED LAKE	(218) 253-4131	(218) 253-2996
REDWOOD	(507) 637-4050	(507) 637-4036
RENVILLE	(320) 523-2202	(320) 523-1161
RICE	(507) 332-6115	(507) 210-8524
ROCK	(507) 283-5070	(507) 283-5000
ROSEAU	(218) 463-2411	(218) 463-1421
SCOTT	(952) 445-7751	(952) 496-8484
SHERBURNE	(763) 241-2600	(763) 241-2500
SIBLEY	(507) 237-4000	(507) 237-4330

ST. LOUIS	N. (218) 749-7128 or S. (218) 726-2012	N. (218) 749-6010 or S.(218) 727-8770
STEARNS	(320) 656-6225	(320) 251-4240
STEELE	(507) 444-7500	(507) 444-3800
STEVENS	(320) 589-7400	(320) 589-2141
SWIFT	(320) 843-3160	(320) 843-3133
TODD	(320) 732-4500	(320) 732-2157
TRAVERSE	(320) 563-8255	(320) 563-4244
WABASHA	(651) 565-3351	(651) 565-3361
WADENA	(218) 631-7605	(218) 631-7600
WASECA	(507) 835-0560	(507) 835-0500
WASHINGTON	(651) 430-6457	(651) 291-6795
WATONWAN	(507) 375-3294	(507) 507-3121
WILKIN	(218) 643-8013	(218) 643-8544
WINONA	(507) 457-6200	(507) 457-6368
WRIGHT	(763) 682-7449	(763) 682-1162
YELLOW MEDICINE	(320) 564-2211	(320) 564-2130

DEPARTMENT OF HUMAN SERVICES LICENSING DIVISION MALTREATMENT INTAKE:
651-431-6600

109. SAFE TRANSPORTATION
Created: 09/14/2022

PURPOSE

The purpose of this policy is to ensure the safety of persons served as well as staff during transportation and to include the provisions for handling emergencies.

POLICY

When transportation is the responsibility of Affinity Residential Care, LLC, staff will assist in transporting, handling, and transferring persons served in a safe manner and according to their Support Plan and/or Support Plan Addendum.

PROCEDURE

A. Upon employment, staff are informed of the requirement that they must hold a valid driver's license, appropriate insurance, and maintain a safe driving record. Staff may also be required to complete additional training on safe transportation procedures.

B. The Program Coordinator and/or Program Manager will ensure the safety of vehicles, equipment, supplies, and materials owned or leased by Affinity Residential Care, LLC, and will maintain these in good condition. Standard practices for vehicle, equipment, supplies, and materials maintenance and inspection will be followed.

C. Staff will transport persons served in a program's vehicle. If there is no program vehicle, staff will attempt to use public or contracted transportation. If those options are unavailable, staff will use their own vehicle for the transportation of persons served.

D. For contracted transportation, the Program Coordinator and/or Program Manager will ensure that all required documentation is completed and submitted before the first trip is scheduled. Staff will arrange ongoing use of contracted transportation or will assist persons served, as needed, in arranging transportation for themselves.

E. When dropping off persons served at a site that requires a change in staff, transporting staff will ensure that staff or another responsible party is present before leaving the person served unless otherwise specified in the person's Support Plan and/or Support Plan Addendum. Any necessary information will be presented to the staff or other responsible party.

F. In accordance with state laws, anyone riding in a moving vehicle must wear seatbelts and/or child safety restraints.

G. Staff are prohibited by state law (MN Statutes, section 169.475) from using a wireless communications device (cell phone, GPS, etc) while operating a motor vehicle in motion or a part of traffic upon a street or highway. This includes a program vehicle or a staff person's own vehicle. Staff may not initiate, compose, send, retrieve, or read an electronic message; engage in a cellular phone call, including initiating a call, talking or listening, and participating in a video call; and access the following types of content stored on the device: video content, audio content, images, games, or software applications.

a. The prohibitions stated previously do not apply if a person uses a wireless communications device:

    i. Solely in a voice-activated or hands-free mode to initiate or participate in a cellular phone call or to initiate, compose, send, or listen to an electronic message;

b. To view or operate a global positioning system or navigation system in a manner that does not require the driver to type while the vehicle is in motion or a part of traffic, provided that the person does not hold the device with one or both hands;

c. To listen to audio-based content in a manner that does not require the driver to scroll or type while the vehicle is in motion or a part of traffic, provided that the person does not hold the device with one or both hands;

d. To obtain emergency assistance to (i) report a traffic accident, medical emergency, or serious traffic hazard, or (ii) prevent a crime about to be committed;

e. In the reasonable belief that a person's life or safety is in immediate danger; or

f. In an authorized emergency vehicle while in the performance of official duties

g. The exception in Letter G, 1, a, does not apply to accessing non-navigation video content, engaging in video calling, engaging in live-streaming, accessing gaming data, or reading electronic messages.

H. Persons served using wheelchairs will be transported according to the manufacturer's safety guidelines. This includes, but is not limited to, safe operation and regular maintenance of lift equipment, checks of straps to secure the wheelchair to the floor of the vehicle, and use of adaptive seating equipment (i.e., headrests, lap trays) when appropriate. Staff who are transporting persons served and who complete "tie-downs" of wheelchairs will receive training on how to do so and will be required to demonstrate competency before transporting persons using wheelchairs.

I. Staff will receive training on each person's transferring or handling requirements for the person and/or equipment prior to transferring or transporting persons. All transfers and handling of persons served will be done in a manner that ensures their dignity and privacy. Any concerns regarding transportation, transfers, and handling will be promptly communicated to the Program Coordinator and/or Program

Manager, who will address these concerns. This will be done immediately if the health and safety of the person(s) served are at risk.

J. When equipment used by a person served is needed, staff will place the equipment in a safe location in the vehicle, such as the trunk of a car. If a program vehicle does not have a designated storage space, such as a trunk, staff will place the equipment in an area of the vehicle and secure it, when possible, so that there is limited to no shifting during transport.

K. If there is an emergency while driving, staff follow emergency response procedures to ensure the person's safety. This will include pulling the vehicle over and stopping in a safe area as quickly and as safely as possible. Staff will use a cell phone or any available community resource to contact “911” for help if needed. If a medical emergency were to occur, staff will call “911” and follow first aid and/or CPR protocols according to their training.

L. While transporting more than one person served and person-to-person physical aggression occurs, staff will pull over and stop the vehicle in a safe area as quickly and as safely as possible, redirect the persons served, and if necessary, attempt to contact another staff person, the Program Coordinator, and/or Program Manager, or “911” for assistance.

M. Persons served are prohibited from driving program or staff vehicles at any time.

110. ANTI-FRAUD
Created: 09/14/2022

PURPOSE

The purpose of this policy is to provide information regarding the prevention, elimination, monitoring, and reporting of fraud, abuse, and improper activities of government funding in order to obtain and maintain the integrity of public funds.

POLICY

A holder of a license that is issued by the Minnesota Department of Human Services (DHS), pursuant to MN Statutes, chapter 245A [Human Services Licensing Act], and who has enrolled to receive public governmental funding reimbursement for services is required to comply with the enrollment requirements as a licensing standard (MN Statutes, sections 245A.167 and 256B.04, subdivision 21). Affinity Residential Care, LLC is a provider of services to persons whose services are funded by government/public funds.

Government funds may be from state or federal governments, to include, but not be limited to: Minnesota's Medical Assistance, Medicaid, Medicare, Brain Injury (BI) Waiver, Community Alternative Care (CAC) Waiver, Community Access for Disability Inclusion (CADI) Waiver, Developmental Disability (DD) Waiver, Elderly Waiver\ (EW), and Minnesota's Alternative Care (AC) program. Affinity Residential Care, LLC has a longstanding practice of fair and truthful dealing with persons served,\ families, health professionals, and other businesses. Management, staff, contractors, and other agents of Affinity Residential Care, LLC shall not engage in any acts of fraud, waste, or abuse in any matter concerning Affinity Residential Care, LLC's business, mission, or funds.

PROCEDURE

A. Definition: Types of fraud, abuse, or improper activities include, but are not limited to, the following:

    a. Billing for services not actually provided.

    b. Documenting clinical care not actually provided.

    c. Paying phantom vendors or phantom staff.

    d. Paying a vendor for services not actually provided.

e. Paying an invoice known to be false.

f. Accepting or soliciting kickbacks or illegal inducements from vendors of services, or offering or paying kickbacks or illegal inducements to vendors of services.

g. Paying or offering gifts, money, remuneration, or free services to entice a Medicaid recipient to use a particular vendor.

h. Using Medicaid reimbursement to pay a personal expense.

i. Embezzling from Affinity Residential Care, LLC.

j. Ordering and charging for over-utilized medical services that are not necessary for the person served.

k. Corruption.

l. Conversion (converting property or supplies owned by Affinity Residential Care, LLC to personal use).

m. Misappropriation of funds of Affinity Residential Care, LLC, or a person served by Affinity Residential Care, LLC.

n. Personal loans to executives.

o. Illegal orders.

p. Maltreatment or abuse of persons served by Affinity Residential Care, LLC.

B. Public Funds Compliance Officer: Affinity Residential Care, LLC has designated the COO as their Public Funds Compliance Officer.

C. Reporting responsibility: Affinity Residential Care, LLC has an open-door policy and encourages staff to share their questions, concerns, suggestions, or complaints regarding Affinity Residential Care, LLC and its operations with someone who can address them properly. In most cases, this will be a staff person's supervisor. However, if the staff person is not comfortable speaking with their supervisor or is not satisfied with the supervisor's response, the staff person is encouraged to speak with the Public Funds Compliance Officer. If the staff is not comfortable speaking with the Public Funds Compliance Officer, the staff is encouraged to speak with the owner/Board of Directors. At any time, the staff may speak with an applicable external agency to express their concerns if it is believed that it is not possible

to speak with the owner/Board of Directors. Examples of applicable external agencies are local social service agencies' financial managers or law enforcement. This policy is intended to encourage and enable persons to raise serious concerns within Affinity Residential Care, LLC before seeking resolution outside it.

D. Requirement of good faith: Anyone filing a complaint concerning a violation or suspected violation of the law or regulation requirements must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

E. Confidentiality: Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

F. No retaliation: No staff person who, in good faith, reports a violation of a law or regulation requirements will suffer harassment, retaliation, or adverse employment consequences. A staff member who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment.

G. Report acknowledgement: The Public Funds Compliance Officer, or designee, will acknowledge receipt of the reported violation or suspected violation by writing a letter (or email) to the complainant within ten (10) business days, noting that the allegations will be investigated.

H. Responding to allegations of improper conduct: The Public Funds Compliance Officer is responsible for responding to allegations of improper conduct related to the provision or billing of Medical Assistance services. This may include, but is not limited to: investigating, interviewing applicable individuals involved, reviewing documents, asking for additional assistance, seeking input on the process of the investigation, or seeking input on Medical Assistance laws and regulations interpretations to address all staff complaints and allegations concerning potential violations. The Director of Human Resources will take on the functions of the Public Funds Compliance Officer role if the complaint involves the COO. If the complaint involves both the Director of Human Resources and the COO, outside legal counsel or an applicable external agency will carry out the functions of the Public Funds Compliance Officer. The CEO or their designee will implement corrective action to remediate any resulting problems.

I. Evaluation and monitoring for internal compliance: On a regular schedule and as needed, the COO, or its designee, will run routine financial reports to review financial information for accuracy and compliance. On a regular schedule and as needed, the COO, or their designee, will review standard operations and procedures to ensure that they remain compliant.

J. External auditing for compliance: On a regular schedule, Affinity Residential Care, LLC will have an external financial audit.

K. Promptly reporting errors: The Public Funds Compliance Officer shall immediately notify appropriate individuals of all reported concerns or complaints regarding corporate accounting practices, internal controls, or auditing. This may include the Chief Financial Officer or the CEO. The COO will promptly report to DHS any identified violations of Medical Assistance laws or regulations.

L. Recovery of overpayment: Within 60 days of discovery by Affinity Residential Care, LLC of a Medical Assistance reimbursement overpayment, a report of the overpayment to DHS will be completed, and arrangements made with DHS for the Department's recovery of the overpayment.

M. Training: Staff are trained on this policy, and as needed, they may need to be re-trained. As determined by Affinity Residential Care, LLC, staff may need to demonstrate an understanding of the implementation of this policy.

N. Documentation: The provider must maintain documentation that, upon employment and annually thereafter, staff providing a service have attested to reviewing and understanding the following statement: "It is a federal crime to provide materially false information on service billings for medical assistance or services provided under a federally approved waiver plan as authorized under Minnesota Statutes, sections 256B.0913, 256B.0915, 256B.092, and 256B.49."

111. ALCOHOL AND DRUG USE
Created: 09/14/2022

PURPOSE

The purpose of this policy is to establish guidelines regarding the use of alcohol, prescription/legal drugs, chemicals, or illegal drugs while employees (also referred to as staff), subcontractors, and volunteers are on duty, whether they are at the program site, transporting persons served, or with persons in the community.

POLICY

It is not permissible for employees, subcontractors, and volunteers to be on duty, transporting a person(s) served, driving on company business, or accompanying a person served into the community when under the influence of alcohol or illegal drugs or impaired by any chemicals or prescription/legal drugs.

Affinity Residential Care, LLC will give the same consideration to employees, subcontractors, and volunteers with chemical dependency issues as it does to those having other health issues. Voluntarily seeking assistance for such an issue will not jeopardize employment, whereas performance, attendance, or behavioral issues will.

Affinity Residential Care, LLC will train employees, subcontractors, and volunteers on Affinity Residential Care, LLC's alcohol and drug policy.

PROCEDURE

A. Any employee, subcontractor, or volunteer, while directly responsible for persons served, is prohibited from abusing any prescription/legal drugs or being in any manner under the influence of a chemical that impairs the individual's ability to provide services or care, including alcohol, prescription/legal drugs, or illegal drugs.

B. Any employee, subcontractor, or volunteer reporting or returning to work, whose behavior reflects the consumption of alcoholic beverages or the use of drugs, may be referred for an immediate medical evaluation to determine fitness for work and may be suspended without pay until deemed able to return to work.

C. When prescription or over-the-counter drugs may affect behavior and performance, the employee, subcontractor, and volunteer must inform the Program Coordinator and/or Program Manager.

Re-assignment, light-duty assignment, or temporary relief from duties may be required.

D. At any time, the sale, purchase, transfer, use, or possession of illegal drugs or alcohol, and/or the involvement in these activities of any individual under the legal age of consumption during work hours or at a program site, will result in disciplinary action up to and including termination. Law enforcement will be notified as determined by the Program Coordinator and/or Program Manager.

E. Employees will immediately take necessary action up to and including contact of medical professionals, "911," and/or contact of law enforcement at any time a person served is believed to be under the influence of illegal drugs, is believed to be under the influence of alcohol under the legal age of consumption, or is believed to be a victim of potential alcohol poisoning.

F. Prescription drugs that belong to an employee, subcontractor, or volunteer are to be stored in a location that is not accessible to any person served.

G. Employees, subcontractors, or volunteers are not allowed to store alcoholic beverages at a program site. Persons served may store alcoholic beverages at a program site; however, based on a person's vulnerabilities or other related concerns, alcoholic beverages may be prohibited at any or all times from a program site.

H. As a condition of continuing employment, under certain circumstances, employees, subcontractors, and volunteers may be required to submit to drug and/or alcohol testing. Drug or alcohol testing may be required when there is a reasonable suspicion that an individual is currently abusing a drug or alcohol, is under the influence of drugs or alcohol while on duty, or has violated any of the procedures in this policy.

I. Failure to complete the testing or upon receiving positive test results is cause for disciplinary action up to and including termination. A positive test result may be explained, or a request to pay for a confirmatory result made to the Program Coordinator and/or Program Manager.

112. DEATH OF A PERSON SERVED
Created: 09/14/2022

PURPOSE
The purpose of this policy is to establish guidelines for anticipating the death of a person served. In addition, this policy establishes the response and reporting guidelines for the death of a person served.

POLICY
When the death of a person served is anticipated, the priority is to ensure that the person's dignity is preserved and that the wishes of the person and/or legal representative are complied with to the greatest extent possible. In the event that a person dies, staff will ensure proper response and reporting of the death.

PROCEDURE

A. If a person served develops a life threatening illness or sustains a life threatening injury from which the attending physician indicates death is anticipated, the Program Coordinator and/or Program Manager will ensure that the legal representative, case manager, other service providers, and Affinity Residential Care, LLC staff are notified immediately (family members and others may be notified by the legal representative).

B. If possible, the Program Coordinator and/or Program Manager will ensure that a support team meeting or conference call is scheduled.

C. In coordination with the support team and in anticipation of the person's death, the Program Coordinator and/or Program Manager, assigned nurse or nurse consultant, and legal representative will determine whether the person served will reside at a hospital, other facility, or at home.

D. The Program Coordinator and/or Program Manager will ensure that the support team decides in regards to an advance directive.

    a. Staff will act as if all persons under state guardianship have "do resuscitate" status unless consent has been given by the Guardianship Unit at the MN Department of Human Services for an advanced directive.

    b. At the request of the support team, the Program Coordinator and/or Program Manager will help obtain an advanced directive order by supplying information to the case manager from the

physician so that a summary report may be submitted to the Guardianship Unit.

c. The Program Coordinator and/or Program Manager and staff will not take a formal position on whether or not such an advanced directive order should or should not be issued. Staff will work to implement the wishes of the legal representative, including helping to arrange and implement all physicians' orders. Staff who cannot, in good conscience, help obtain or implement particular physicians' orders will report this to the Program Coordinator and/or Program Manager.

d. The Program Coordinator and/or Program Manager will review and document the status of all advance directives regularly with the case manager (consent for advance directive orders for state wards expires annually and must be reauthorized by the Guardianship Unit at the MN Department of Human Services).

E. The Program Coordinator and/or Program Manager, in coordination with the support team, will develop a plan describing the protocol to be followed upon death, including notifications.

F. The Program Coordinator and/or Program Manager will coordinate with the support team to determine what services the program needs to deliver to meet the needs of the person served, including but not limited to additional supervision, specialized staff training, and implementation and documentation of all physician and nursing orders, including advance directives.

G. The Program Coordinator and/or Program Manager and assigned nurse or nurse consultant will ensure that staff are trained in, implement, and document all physician and nursing orders related to the person's anticipated death, as well as the agreed-upon protocol upon witnessing or discovering the death.

H. When discovering a person served who appears to have died, all staff will treat the situation as if it were a medical emergency and will take the following steps:

a. Staff will call "911" and provide first aid and/or CPR to the extent they are qualified, unless the person served has an advanced directive.

b. Staff will notify all required persons, including the Program Coordinator and/or Program Manager and assigned nurse or nurse consultant, if available.

c. When an authorized person, such as a physician or paramedic, determines that the person served is deceased, the Program Coordinator and/or Program Manager will ensure the County Coroner's

office is notified and will ensure that the body is not moved until the coroner arrives.

d. The Program Coordinator and/or Program Manager will notify the following individuals or entities within 24 hours of the death, or receipt of information that the death occurred, unless Affinity Residential Care, LLC has reason to know that the death has already been reported:

   i. Legal representative or designated emergency contact
   ii. Case manager
   iii. The MN Office of the Ombudsman for Mental Health and Developmental Disabilities and the Department of Human Services Licensing Division are using the required reporting forms. These forms include the Death Reporting Form and the Death or Serious Injury Report Fax Transmission Cover Sheet.
   iv. Adult or Child Foster Care licensing authority, as applicable

e. The Program Coordinator and/or Program Manager will discuss with the legal representative any funeral arrangements and notifications and will offer to assist the family/legal representative as needed.

f. The COO will be responsible for sending the notification letter "Notification Letter to Next-of-Kin" from the MN Office of the Ombudsman for Mental Health and Developmental Disabilities to the next of kin and for offering to arrange grief counseling for staff and other involved persons.

I. Upon the death of the person, any funds or other property of the person will be surrendered to the person's legal representative or given to the executor or administrator of the estate in exchange for an itemized receipt. A written inventory that was completed regarding the person's funds or property will be placed in their file with signatures obtained from the legal representative, executor, or administrator of the estate.

J. Affinity Residential Care, LLC will conduct an internal review of incidents of deaths that occurred while services were being provided and that were not reported by the program as alleged or suspected maltreatment, for identification of incident patterns and implementation of corrective action as necessary to reduce occurrences.

K. The COO will complete and document the internal review related to the report of death and will add the person's name to the Admission and Discharge Register. The internal review will include an evaluation

of whether:

a. Related policies and procedures were followed.

b. The policies and procedures were adequate.

c. There is a need for additional staff training.

d. The reported event is similar to past events with the persons or the services involved.

e. There is a need for corrective action by Affinity Residential Care, LLC to protect the health and safety of the person served.

L. Based upon the results of the internal review, Affinity Residential Care, LLC will develop, document, and implement a corrective action plan for the program designed to correct current lapses and prevent future lapses in performance by the individuals or Affinity Residential Care, LLC, if any.

113. UNIVERSAL PRECAUTIONS AND SANITARY PRACTICES

Created: 09/14/2022

PURPOSE

The purpose of this policy is to establish guidelines to follow regarding universal precautions and sanitary practices, including hand washing, for infection prevention and control, and to prevent communicable diseases.

POLICY

It is the policy of Affinity Residential Care, LLC to minimize the transmission of illness and communicable diseases by practicing and using proper sanitary practices. Staff will be trained on universal precautions to prevent the spread of blood-borne pathogens, sanitary practices, and general infection control procedures. This includes active methods to minimize the risk of contracting illness or disease through individual-to-individual contact or individual-to-contaminated-surface contact.

PROCEDURE

Care and sanitation of the general program site

A. The Program Coordinator and/or Program Manager will ensure that the program site, including the interior and exterior of buildings, structures, or enclosures, walls, floors, ceilings, registers, fixtures, equipment, and furnishings, is maintained in good repair and in sanitary and safe condition. Furnishings (such as furniture and carpet), particularly upholstery, will be routinely inspected and cleaned as necessary. The program site will be kept clean and free from accumulations of dirt, grease, garbage, peeling paint, mold, vermin, and insects.

B. Any building and equipment deterioration, safety hazards, and unsanitary conditions will be corrected. The Program Coordinator and/or Program Manager will be the primary individual(s) responsible for this coordination. Cleaning and disinfecting schedules will be developed by the Program Coordinator and/or Program Manager and implemented by staff.

C. Food will be obtained, handled, and properly stored to prevent contamination, spoilage, or a threat to persons served. Food and drink will not be stored in areas where bodily fluids, hazardous materials, and harmful substances may be present (i.e., bathrooms).

D. Chemicals, detergents, cleaning supplies, and other hazardous or toxic substances will not be stored with food or drink products or in any way that poses a hazard to persons served.

E. Each person served will have the following personal care items for their own use, if needed and/or desired. These items will be stored in a safe and sanitary manner to prevent contamination:

    a. Hair comb/brush and hair accessories.

    b. Toothbrush, toothpaste, and floss.

    c. Cosmetics.

    d. Deodorants.

    e. Razors/shavers.

    f. Bath soap/body wash.

    g. Shampoo/conditioner.

Universal precautions and infection prevention and control

A. Hand washing is the single most important practice for preventing the spread of disease and infection. Proper hand washing will be completed as a part of regular work practice and routine, regardless of the presence or absence of any recognized disease or infection. Staff are also expected to assist persons served to ensure regular hand washing. Hand washing will occur often and will include thorough use of water, soap, rubbing hands vigorously together for 20 seconds, rinsing, and drying completely.

B. Staff will ensure that their coughs and sneezes are appropriately covered. Appropriately covered means coughing or sneezing into a tissue or paper towel. When these items are not available, staff will cough or sneeze into their elbows. Staff are also expected to assist persons served to understand and use appropriate means to cover their coughs and sneezes.

C. Gloves will be used as a barrier between the hands and any potential source of infection. Gloves must be worn when contact with high-risk bodily fluids can be reasonably anticipated. Fresh gloves will be used for each situation and for each person served.

D. Eye protection may be made available whenever splashes or drops of high-risk bodily fluids are anticipated. This can include, but is not limited to, oral hygiene procedures and clean-up of large amounts of high-risk bodily fluids.

E. If necessary, a fluid-resistant gown may be provided for staff to wear as a barrier during the clean-up of high-volume fluids.

F. When handling linen and clothing contaminated with high-risk bodily fluids, staff will wear gloves at all times. Contaminated laundry will be cleaned in the washing machine and dried in the dryer, separate from non-contaminated laundry.

G. Staff are to use extreme, deliberate precautions in handling contaminated needles and sharps. Contaminated needles will not be bent or recapped. All needles and sharps will be disposed of in an appropriate sharps container.

H. Specimens obtained for medical testing or procedures containing high-risk bodily fluids or other potentially infectious material must be handled with gloves, placed in a sealed container to prevent leakage, and labeled with the person's name and the type of specimen. If refrigeration is required, the specimen will be placed inside a second sealed container and separated from any refrigerated foods.

Compliance

A. Staff are responsible for adhering to universal precaution procedures. If there are obstacles to the implementation of universal precaution procedures, they will be immediately brought to the attention of the Program Coordinator and/or Program Manager. The Program Coordinator and/or Program Manager will then develop and implement solutions as necessary.

B. At a minimum, gloves, disinfectant, and appropriate cleaning supplies and materials will be available at the program site. The Program Coordinator and/or Program Manager will ensure adequate amounts of infection control supplies after consideration of the program and staff needs.

C. Staff will receive training at orientation and annually thereafter on universal precaution procedures, infection control, and bloodborne pathogens.

114. HEALTH SERVICE COORDINATION

Created: 09/14/2022

PURPOSE

The purpose of this policy is to promote the health and safety of persons served through establishing guidelines for the coordination and care of health-related services.

POLICY

Affinity Residential Care, LLC is designated as a residential program and will implement procedures to ensure the continuity of care regarding health-related service needs as assigned in the Support Plan and/or Support Plan Addendum. These procedures will be implemented in a way that is consistent with the specific health needs of the person served and that follows the procedures stated in the Policy and Procedure on Safe Medication Assistance and Administration.

Decision-making regarding the health services needs of the person served will be guided by person-centered philosophy and conservative medical practice. Affinity Residential Care, LLC will defer to the judgment of the assigned nurse, nurse consultant, or other licensed health care professional regarding medical or health-related concerns. If Affinity Residential Care, LLC does not have an assigned nurse or nurse consultant, Affinity Residential Care, LLC will coordinate all health-related services with the licensed health care professionals of the persons served.

PROCEDURE

A. If responsibility for meeting the person's health service needs has been assigned to Affinity Residential Care, LLC in the Support Plan and/or Support Plan Addendum, Affinity Residential Care, LLC must maintain documentation on how the person's health needs will be met, including a description of the procedures Affinity Residential Care, LLC will follow to:

    a. Provide medication setup, assistance, or administration according to MN Statutes, chapter 245D.

    b. Monitor health conditions according to written instructions from a licensed health care professional.

    c. Assist with or coordinate medical, dental, and other health service appointments.

d. Use medical equipment, devices, or adaptive aides or technology safely and correctly according to written instructions from a licensed health care professional.

B. Unless directed otherwise in the Support Plan or the Support Plan Addendum, Affinity Residential Care, LLC will ensure the prompt notification to the legal representative, if any, and the case manager of any changes to the person's mental and physical health needs that may affect the health service needs assigned to Affinity Residential Care, LLC in the Support Plan and/or Support Plan Addendum. This notice will be made, and the date documented, when the change in mental and physical health needs of the person has been discovered by Affinity Residential Care, LLC, unless Affinity Residential Care, LLC has reason to know that the change has already been reported.

C. In coordination with the person's health care providers, Affinity Residential Care, LLC, and the person's legal representative will determine how each person's health condition(s) will be monitored.

D. When a person served requires the use of medical equipment, devices, or adaptive aides or technology, Affinity Residential Care, LLC will ensure the safe and correct use of the item and that staff are trained accordingly on its use and assistance to the person. These items will only be used according to the written instructions from a licensed health care professional.

E. When a person served requires the use of medical equipment to sustain life or to monitor a medical condition that could become life-threatening without proper use of the medical equipment, staff will be specifically trained by a licensed health care professional or a manufacturer's representative including an observed skill assessment to demonstrate staff's ability to safely and correctly operate the equipment according to the treatment orders and manufacturer's instructions. Equipment includes, but is not limited to, ventilators, feeding tubes, and endotracheal tubes.

115. SAFE MEDICATION ASSISTANCE AND ADMINISTRATION
Created: 09/14/2022
Revised: 04/01/2026

PURPOSE

The purpose of this policy is to establish guidelines to promote the health and safety of persons served by ensuring the safe assistance and administration of medication and treatments or other necessary procedures.

POLICY

Affinity Residential Care, LLC is responsible for meeting health service needs, including medication-related services of persons as assigned in the Support Plan and/or Support Plan Addendum.

Persons served will be encouraged to participate in the process of medication administration to the fullest extent of their abilities, unless otherwise noted in the Support Plan and/or Support Plan Addendum. The following procedures contain information on medication-related services for the administration of medication, as well as the assistance staff may provide to a person who self-administers their own medication.

All medications and treatments will be administered according to this policy and procedure and Affinity Residential Care, LLC's medication administration training curriculum.

PROCEDURE

Staff training

A. When medication setup and/or administration has been assigned to Affinity Residential Care, LLC as stated in the Support Plan and/or Support Plan Addendum, staff who will set up or administer medications to persons served will receive training and demonstrate competency, as well as review this policy and procedure.

B. Unlicensed staff, before the setup and/or administration of medication, must complete a medication setup or medication administration training course developed by a registered nurse or appropriate licensed health professional. The training curriculum must incorporate an observed skill assessment conducted by the trainer to ensure staff demonstrate the ability to safely and correctly follow medication procedures. The course must be taught by a registered nurse, clinical nurse specialist, certified nurse

practitioner, physician's assistant, or physician, if at the time of service initiation or any time thereafter, the person has or develops a health care condition that affects the service options available to the person because the condition requires specialized or intensive medical or nursing supervision, and nonmedical service providers to adapt their services to accommodate the health and safety needs of the person.

C. Upon completion of this course and before setting up and/or administering medications, staff will be required to demonstrate medication setup and/or administration established specifically for each person served at their location, if this has not already been completed.

D. This training will be completed for each staff person during orientation, within the first 60 days of hire. Staff who demonstrate a pattern of difficulty with accurate medication administration may be required to complete retraining at a greater frequency and/or be denied the responsibility of administering medications.

E. Documentation for this training and the demonstrated competency will be maintained in each staff person's personnel file.

Medication Set Up

A. Medication setup means the arranging of medications according to instructions from the pharmacy, the prescriber, or a licensed nurse, for later administration when Affinity Residential Care, LLC is assigned responsibility in the Support Plan or the Support Plan Addendum. A prescription label or the prescriber's written or electronically recorded order for the prescription is sufficient to constitute written instructions from the prescriber.

B. Staff will document the following information in the person's served medication administration record:

    a. Dates of medication set up.

    b. Name of medication.

    c. Quantity of dose.

    d. Times to be administered.

    e. Route of administration at the time of setup.

    f. When the person is away from the service location,

g. To whom the medication was given.

Medication Assistance

A. There may be occasions when Affinity Residential Care, LLC is assigned responsibility solely for medication assistance to enable a person served to self-administer medication or treatments when the person is capable of directing their own care or when the person's legal representative is present and able to direct care for the person.

B. If medication assistance is assigned in the Support Plan and/or Support Plan Addendum, staff may:

   a. Bring to the person and open a container of previously set up medications, empty the container into the person's hand, or open and give the medication in the original container to the person under the direction of the person.

   b. Bring food or liquids to the person to accompany the medication.

   c. Provide reminders, in person, remotely, or through programming devices such as telephones, alarms, or medication boxes, to take regularly scheduled medication or perform regularly scheduled treatments and exercises.

Medication Administration

A. Medication may be administered within 60 minutes before or after the prescribed time. For example, a medication ordered to be given at 7:00 am may be administered between 6:00 am and 8:00 am.

B. Medications ordered to be given as an "AM medication" and/or "PM medication" may be administered at a routine daily time. The routine time may fluctuate up to two hours in order to accommodate the person's schedule. For example, if a person typically receives their medication at 7:00 am, then on the weekends, the medication may be given between 5:00 am and 9:00 am.

C. Staff administering medication must know or be able to locate medication information on the intended purpose, side effects, dosage, and special instructions.

D. General and specific procedures on the administration of medication by routes are included at the end of this policy. Routes included are:

    a. Oral tablet/capsule/lozenge.

    b. Liquid medication.

    c. Buccal medication.

    d. Inhaled medication.

    e. Nasal spray medication.

    f. Eye medication.

    g. Ear drop medication.

    h. Topical medication.

Medication Authorization

Before administering medication for the person served, Affinity Residential Care, LLC will obtain written authorization from the person served and/or legal representative to administer medications or treatments, including psychotropic medications.

This authorization will remain in effect unless withdrawn in writing, and it may be withdrawn at any time. If authorization by the person served and/or legal representative is refused, Affinity Residential Care, LLC will not administer the medication or treatment. This refusal will be immediately reported to the person's prescriber, and staff will follow any directives or orders given by the prescriber.

Injectable Medications

A. Injectable medications may be administered to a person served according to their prescriber's order and written instructions when one of the following conditions has been met:

    a. A registered nurse or licensed practical nurse will administer injections.

b. A supervising registered nurse with a prescriber's order can delegate the administration of an injectable medication to unlicensed staff persons and provide the necessary training.

c. There is an agreement that must be signed by Affinity Residential Care, LLC, the prescriber, and the person served and/or legal representative will be maintained in the service recipient record. This agreement will specify:

i. What injection may be given;

ii. When and how the injection may be given;

iii. The prescriber retains responsibility for Affinity Residential Care, LLC to give the injection.

B. Only a licensed health care professional is allowed to administer psychotropic medications by injection. This responsibility will not be delegated to unlicensed staff.

Psychotropic Medication

A. When a person served is prescribed psychotropic medication and Affinity Residential Care, LLC is assigned responsibility for the medication administration, the requirements for medication administration will be followed.

B. Affinity Residential Care, LLC will develop, implement, and maintain the following information in the person's Support Plan Addendum according to MN Statutes, sections 245D.07 and 245D.071. This information includes:

a. A description of the target symptoms that the psychotropic medication is to alleviate.

b. Documentation methods that Affinity Residential Care, LLC will use to monitor and measure changes to these target symptoms, if required by the prescriber.

c. Data collection of target symptoms and reporting on the medication and symptom-related data, as instructed by the prescriber, a minimum of quarterly or as requested by the person and/or legal representative. This reporting will be made to the expanded support team.

C. If the person and/or legal representative refuses to authorize the administration of a psychotropic medication as ordered by the prescriber, Affinity Residential Care, LLC will not administer the medication and will notify the prescriber as expeditiously as possible. After reporting the refusal to the prescriber, Affinity Residential Care, LLC must follow any directives or orders given by the prescriber. A refusal may not be overridden without a court order. Refusal to authorize administration of a specific psychotropic medication is not grounds for service termination and does not constitute an emergency.

Documentation requirements on the Medication Administration Record (MAR)

A. The following information will be documented on a person's medication administration record

   a. Information on the current prescription labels or the prescriber's current written or electronically recorded order or prescription that includes the:

      i. Person's name

      ii. Description of the medication or treatment to be provided

      iii. Frequency of administration

      iv. Other information is needed to safely and correctly administer medication or treatment to ensure effectiveness

   b. Easily accessible information on risks and other side effects that are reasonable to expect, and any contraindications to the use.

   c. Possible consequences if the medication or treatment is not taken or administered as directed.

   d. Instruction on when and to whom to report:

      i. If a dose of medication is not administered or treatment is not performed as prescribed, whether by staff error, the person's error, or the person's refusal

      ii. The occurrence of possible adverse reactions to the medication or treatment

   e. Notation of any occurrence of a dose of medication not being administered or treatment not performed as prescribed, whether by staff error, the person's error, or by the person's refusal, or

of adverse reactions, and when and to whom the report was made.

f. Notation of when a medication or treatment is started, administered, changed, or discontinued.

Medication Documentation and Charting

A. Staff will transcribe a prescriber's new, changed, and discontinued medication/treatment orders to the monthly medication sheet by:

a. Comparing the label on the medication with the prescriber's to ensure they match. Any discrepancy must be reported to the pharmacy immediately.

b. Copying any new medication/treatment or change from the original prescriber's orders to the monthly medication sheet.

c. When there is a change in a current medication/treatment, the revision is written on the MAR in order to implement the medication change.

d. Entering the medication/treatment name, dose, route, frequency, and times to be administered.

e. Draw an arrow to the start date for each assigned time.

f. Write the date the medication is to start, the name of the prescriber who ordered the medication, and the initials of the person making the entry, on the line just below the arrows or under the order on a separate line.

g. Discontinuing a medication/treatment as ordered by writing "D/C" or "Discontinued," the date, the prescriber's name, and the initials of the person making the entry on the line just below the arrow.

h. Completing any applicable health documentation regarding the entry and notifying the necessary personnel.

B. Staff will document administration of medications/treatments on the monthly medication sheet by:

a. Ensuring the person's name, allergies, prescriber's name, month, and year are on the monthly medication sheet.

b. Completing documentation on the monthly medication sheet in black ink.

c. Ensuring white-out, erasing, or disfigurement, such as scratching out, is not used at any time.

C. Each month, staff administering and documenting medication/treatment administration will enter their initials, full name, and title initials in the designated location on the monthly medication sheet.

Medication Storage and Security, including Schedule II medication storage; Medication Destruction

A. The medication storage area/container will be appropriate for the person served, which may include being locked by the person or by Affinity Residential Care, LLC, when unattended by staff, and will be kept clean, dry, and within the appropriate temperature range.

B. Each person served will have a separate container for their internal medications and a separate container for their external medications. External standing order medications will be in a separate container from internal standing order medications.

C. Medication will not be kept in the same area as food or chemicals (in the case of refrigerated medications, they will be kept in a locked container and separated from food).

D. Schedule II controlled substances, names in MN Statutes, section 152.02, subdivision 3, will be stored in a locked storage area permitting access to the person served and staff authorized to administer medications.

E. Medications will be disposed of according to the Environmental Protection Agency recommendations.

Verification and monitoring of the effectiveness of systems to ensure safe medication handling and administration (reporting and reviewing)

A. The designated person will be responsible for reviewing each person's medication administration record to ensure information is current and accurate. This will include a review of the monthly medication sheets, referrals, medication orders, etc.

B. At a minimum, this review will occur quarterly or more frequently if directed by the person and/or legal representative or the Support Plan or Support Plan Addendum.

C. Based upon this quarterly or more frequent review, the reviewer will notify the program manager, as needed, of any issues. Collaboratively, a plan must be developed and implemented to correct patterns of medication administration errors or systemic errors when identified. When needed, staff training will be included as part of this plan to correct identified errors.

D. The following information will be reported to the legal representative and case manager as they occur or as directed by the Support Plan or Support Plan Addendum:

    a. Concerns about a person's self-administration of medication or treatment.

    b. A person's refusal or failure to take or receive medication or treatment as prescribed.

    c. Any reports as required, regarding:

        i. If a dose of medication is not administered or treatment is not performed as prescribed, whether by staff error, the person's error, or the person's refusal

        ii. Occurrence of possible adverse reactions to the medication or treatment

Coordination and Communication with Prescriber

A. As part of medication setup and administration, Affinity Residential Care, LLC will ensure that clear and accurate documentation of prescription orders has been obtained by the prescriber in written format.

B. Initiations, dosage changes, or discontinuations of medications will be coordinated with the prescriber and discussed as needed to ensure staff and/or the person served have a clear understanding of the order. If the order has only been done verbally, the staff will request a written or electronically recorded copy from the prescriber. Staff will not make any changes to medications or treatment orders unless there is a written or electronically recorded copy.

C. All prescriber instructions will be implemented as directed and within required timelines by staff and/or the person served, and documented in related health documentation.

D. Concerns regarding medication purpose, dosage, potential or present side effects, or other medication-related issues will be promptly communicated to the prescriber by staff, the program

manager, assigned nurse, or nurse consultant.

E. Any changes to the physical or mental needs of the person as related to medication will be promptly made to the prescriber, in addition to the legal representative and case manager.

Coordination of Medication Refills and Communicating with the Pharmacy

A. The program manager or other assigned staff person will be responsible for checking the medication supply routinely to ensure an adequate amount for administration.

B. Some pharmacies may automatically refill prescriptions for persons served. If this is the case, staff will contact the pharmacy if a medication or treatment is discontinued.

C. Affinity Residential Care, LLC will ensure that the pharmacy has the contact information for the service location and the main contact person who can answer questions and be the primary person responsible for coordinating refills.

Handling Changes to Prescriptions and Implementation of Those Changes

A. All written instructions regarding changes to medications and treatments are required to be documented through a prescription label or the prescriber's written or electronically recorded order for the prescription.

B. Changes made to prescriptions will be immediately communicated to the program manager and nurse, as applicable.

C. Any concerns regarding these changes and the order will be resolved prior to the administration of the medication to ensure safety and accuracy.

D. Staff will implement changes and document appropriately on the monthly medication sheet.

E. Discontinued medications or medications for which the dosage is no longer accurate due to the changes will be discarded appropriately.

GENERAL AND SPECIFIC PROCEDURES ON ADMINISTRATION OF MEDICATION BY ROUTES

A. General procedures completed before administering medication by any route

a. Staff must begin by washing their hands and assembling the equipment necessary for administration.

b. The person's monthly medication sheet is reviewed to determine what medications are to be administered, and the staff removes the medication from the storage area.

c. Staff will compare the medication sheet with the label of each medication for the following:

i. Right person

ii. Right medication

iii. Right date

iv. Right time

v. Right route

vi. Right dose

vii. Expiration date

d. If there is a discrepancy, the medication will not be administered. Instructions will be verified by contacting the nurse, pharmacist, or prescriber.

e. Staff will compare the label with the medication sheet for the second time.

f. Immediately before the administration of any medication or treatment, staff will identify the person and will explain to the person what is to be done.

g. Staff will compare the label with the medication sheet for the third time before administering it, according to the specific procedures below, to the person.

h. After administration, staff will document the administration of the medication or treatment or the reason for not administering the medication or treatment.

i. Staff will contact the nurse or prescriber regarding any concerns about the medication or treatment, including side effects, effectiveness, or a pattern of the person refusing to take the medication or treatment as prescribed.

j. Adverse reactions will be immediately reported to the nurse or prescriber.

B. Additional procedures for the administration of oral tablets/capsules/lozenges

a. If medications are in a bottle, staff will pour the correct number of tablets or capsules into the lid of the medication container and transfer them to a medication cup.

b. If medications are in bubble packs, staff will, beginning with the highest number, push the correct dose into a medication cup, and write the date and their initials on the card next to the dose popped out.

c. If medication is in lozenge form, staff will unwrap the lozenge and transfer it to a medication cup.

d. Staff will administer the correct dosage by instructing the person to swallow the medication. If the medication is in lozenge form, staff will instruct the person not to chew or swallow the lozenge so it is able to dissolve in their mouth.

e. If the medication is to be swallowed (tablet/capsule), staff will offer at least 4 ounces of a beverage and remain with the person until the medication is swallowed.

f. If the medication is in lozenge form, staff will stay in the vicinity until the lozenge is completely dissolved, checking periodically to ensure the lozenge has not been chewed or swallowed.

C. Additional procedures for the administration of liquid medications

a. Staff will shake the medication if it is a suspension (staff will check the label if in doubt).

b. Staff will pour the correct amount of medication, at eye level on a level surface, with the label facing up, into a plastic medication measuring cup or measuring spoon.

c. Staff will wipe around the neck of the bottle with a damp paper towel, if sticky, and replace the cap.

d. Staff will dilute or dissolve the medication if indicated on the label or medication sheet with the correct amount of fluid.

e. Staff will administer the correct dose according to the directions in an appropriate container.

f. Staff will remain with the person until the medication is swallowed.

D. Additional procedures for the administration of buccal medication

a. Buccal medications are usually given in a liquid form and administered into the cheek.

b. Staff will open the container and measure the correct dose of liquid medication into a syringe or dropper.

c. Staff will position the person on their side.

d. Staff will administer the medication by squeezing the syringe or dropper into the person's cheek, with gloved hands, avoiding going between the teeth.

e. Staff will remain with the person to ensure that the medication has been absorbed into the cheek and that they have not drunk any liquids.

E. Additional procedures for the administration of inhaled medications

a. If more than 1 inhaled medication is to be given, the staff will state which one is administered first.

b. Staff will position the person sitting, if possible.

c. Staff will gently shake the spray container (Diskus style inhalers do not require shaking).

d. Staff will assemble the inhaler properly, if required, and remove the cover (Diskus style: staff will slide the lever to open the inhaler, then cock the internal lever to insert the dose into the mouthpiece).

e. Staff will instruct the person to exhale through their mouth completely.

f. Staff will place the mouthpiece into the person's open mouth and instruct the person to close their lips around the mouthpiece.

g. Staff will press down the canister once, while instructing the person to inhale deeply and slowly through the mouth (Diskus style: staff will instruct the person to inhale the powdered medication).

h. Staff will wait 1 minute and repeat steps 5-7 if more than one puff is ordered.

i. Staff will instruct the person to rinse their mouth with water if directed.

j. Staff will return the medication to the locked area.

k. Staff will wash the inhaler mouthpiece daily with soap and warm water and dry it with a clean paper towel (Diskus style: staff will wipe the mouthpiece with a clean, dry cloth).

F. Additional procedures for the administration of nasal spray medications

a. Staff will ask the person to blow their nose or will gently wipe the nose with gloved hands.

b. Staff will gently shake the spray container.

c. Staff will ask the person to tilt their head slightly forward.

d. Staff will remove the cap from the nozzle and will insert the nozzle into one nostril, aiming away from the septum (middle of the nostril).

e. Holding the other nostril closed, the staff will instruct the person to inhale and squeeze once to spray.

f. Staff will repeat steps 4 and 5 to deliver the correct dosage to the other nostril.

g. Staff will rinse the nozzle with warm water, dry it with a clean paper towel, and replace the cap.

G. Additional procedures for the administration of eye medications

a. Staff will open the medication container.

b. Staff will position the person in a sitting or lying down position.

c. Staff will observe the eye(s) for any unusual conditions that should be reported to the nurse or prescriber before administration.

d. Staff will cleanse the eye (unless otherwise noted) with a clean tissue, gently wiping from the inner corner outward once (if medication is used in both eyes, staff will use a separate tissue for each eye)

e. Staff will assist or ask the person to tilt their head back and look up.

f. With gloved hands, staff will pull the correct lower eyelid down to form a 'pocket' or ask the person to pull down their lower eyelid and will administer the correct dose (number of drops/strand for ointments) into the correct eye(s).

g. If different eye medications are prescribed, staff will give (5) minutes before administering the second medication.

h. Staff will avoid touching the tip of the dropper or tube to the person's eyelid or any other object or surface and replace the cap.

i. Staff will offer the person a tissue for each eye or blot the person's eye with separate tissues

H. Additional procedures for the administration of ear drop medication

a. Staff will have the person sit or lie down with the affected ear up.

b. If sitting, the staff will have the person tilt their head sideways until the ear is as horizontal as possible.

c. If lying down, the staff will have the person turn their head.

d. Staff will observe ears and notify the nurse or prescriber of any unusual condition before administration of the medication.

e. Staff will administer the correct number of drops, which are at room temperature, into the correct ear by pulling the ear gently backward and upward. For children under 3 years of age, staff will pull the ear gently back and down.

f. Staff will have the person remain in the required position for one (1) to two (2) minutes.

g. Staff will have the person hold their head upright while holding a tissue against the ear to soak up any excess medication that may drain.

h. Staff will repeat the procedure for the other ear if necessary.

i. Staff will replace the cap on the container and will avoid touching the tip of the dropper to the person's ear or any other surface.

I. Additional procedures for the administration of topical medications

a. Staff will position the person as necessary for the administration of the medication.

b. Staff will, before administering the medication, observe for any unusual conditions of the affected area of the body, which should be reported to the nurse or prescriber.

c. Staff will wash and dry the affected area unless otherwise indicated.

d. Staff will administer medication to the correct area, according to directions, with the appropriate applicator or with gloved hands.

e. If the topical is in powder form, staff will instruct the person to avoid breathing particles in the air that may result from the application.

f. If the topical is a transdermal patch, staff need to be aware of the appropriate site location to place the transdermal patch.

g. If the topical is a transdermal patch, staff will remove the old patch and select a new patch site (new patch should be applied to clean, dry skin which is free of hair, cuts, sores, or irritation on the upper torso unless otherwise directed).

h. If the topical is a transdermal patch, staff will unwrap the new patch, sign and date the patch, remove the backing, and apply it to the new patch site.

i. Staff will replace the cap on the container, if needed, avoiding contact with any other surfaces.

J. Staff will throw away all disposable supplies and place all medications in the locked medication storage area/container before leaving the area.

K. Staff will wash their hands.

116. PERSON-CENTERED PLANNING AND SERVICE DELIVERY
Created: 09/14/2022

PURPOSE

The purpose of this policy is to ensure services and supports adhere to the principles covered within the domains of a meaningful life: community membership; health, wellness; safety; one's own place to live; important long-term relationships; control over supports; and employment earnings, and stable income. Services and supports address these domains to the extent the person wants and address them in a manner that promotes self-determination, acting on preferences, respecting and understanding cultural background, skill development, and a balance between risk and opportunity.

POLICY

This planning process, and the resulting person-centered services, will direct the support team in how to guide the individual in achieving personally defined outcomes in the most integrated community setting, ensure delivery of services in a manner that reflects personal preferences, talents, and choices, and contribute to ensuring health and welfare.

Services are provided in a manner that supports the person's preferences, daily needs, and activities and accomplishment of the person's personal goals and service outcomes, consistent with the principles of:

A. Person-centered service planning and delivery, which:

    a. Identifies and supports what is important to the person as well as what is important for the person, including preferences for when, how, and by whom direct support services are provided;

    b. Uses that information to identify outcomes the person desires; and

    c. Respects each person's history, dignity, and cultural background.

B. Self-determination, which supports and provides:

    a. Opportunities for the development and exercise of functional and age-appropriate skills, decision making and choice, personal advocacy, and communication; and

b. The affirmation and protection of each person's civil and legal rights.

C. Providing the most integrated setting and inclusive services delivery which supports, promotes, and allows:

a. Inclusion and participation in the person's community as desired by the person in a manner that enables the person to interact with nondisabled persons to the fullest extent possible and supports the person in developing and maintaining a role as a valued community member;
b. Opportunities for self-sufficiency as well as developing and maintaining social relationships and natural supports; and
c. A balance between risk and opportunity, meaning the least restrictive supports or interventions necessary are provided in the most integrated settings in the most inclusive manner possible to support the person to engage in activities of the person's own choosing that may otherwise present a risk to the person's health, safety, or rights.

117. TEMPORARY SERVICE SUSPENSION
Created: 09/14/2022, Revised: 09/30/2025

PURPOSE

The purpose of this policy is to establish determination guidelines and notification procedures for service Suspension.

POLICY

The company intends to ensure continuity of care and service coordination between members of the support team, including, but not limited to, the person served, the legal representative, and/or designated emergency contact, case manager, and other licensed caregivers during situations that may require or result in temporary service suspension. The company restricts temporary service suspension to specific situations according to MN Statutes, section 245D.10, subdivision 3.

PROCEDURE

The company recognizes that temporary service suspension and service termination are two separate procedures.

The company must limit temporary service suspension to specific situations that are listed below. A temporary service suspension may lead to or include service termination, or the company may do a temporary service suspension by itself. The company must limit service termination to specific situations that are listed in Policy and Procedure on Service Termination. A service termination may include a temporary service suspension, or the company can do a service termination by itself.

A. The company must limit temporary service suspension to situations in which

    a. The person’s conduct poses an imminent risk of physical harm to self or others, and either positive support strategies have been implemented to resolve the issues leading to the temporary service suspension, but have not been effective, or additional positive support strategies would not achieve and maintain safety, or less restrictive measures would not resolve the issues leading to the suspension.

b. The person has emergent medical issues that exceed the company's ability to meet the person's needs; or

c. The program has not been paid for services.

B. Before giving notice of temporary services suspension, the company must document actions taken to minimize or eliminate the need for service suspension. Action taken by the company must include, at a minimum:

a. Consultation with the person's expanded/support team to identify and resolve issues leading to issuance of the suspension notice; and

b. A request to the person's case manager for intervention services identified in section 245D.03, subdivision 1, paragraph (c), clause (1), or other professional consultation or intervention services to support the person in the program. This requirement does not apply to temporary suspensions issued due to non-payment of services.

c. If, based on the best interests of the person, the circumstances at the time of the notice were such that the company was unable to take the actions listed above, the company must document the specific circumstances and the reason for being unable to do so.

C. The notice of temporary service suspension must meet the following requirements:

a. This company must notify the person or the person's legal representative and case manager in writing of the intended temporary services suspension. If the temporary services suspension is from residential supports and services, as defined in section 245D.03, subdivision 1, paragraph (c), clause (3), the company must also notify the MN Department of Human Services' Commissioner in writing;

b. The notice of temporary services suspension must be given on the first day of the suspension.

c. The notice must include the reason for the action; a summary of actions taken to minimize or eliminate the need for temporary services suspension as required under MN Statutes, section 245D.10, subdivision 3, paragraph (d); and why these measures failed to prevent the suspension.

d. The company must use forms provided by the commissioner to report service suspensions.

D. During the temporary suspension period, the company must:

   a. Provide information requested by the person or case manager;

   b. Work with the expanded/support team to develop reasonable alternatives to protect the person and others and to support continuity of care; and

   c. Maintain information about the temporary service suspension, including the written notice of temporary service suspension, in the service recipient record.

E. If, based on a review by the person's expanded/support team, the team determines the person no longer poses an imminent risk of physical harm to self or others, the person has a right to return to receiving services. If at the time of the temporary service suspension or at any time during the suspension, the person is receiving treatment related to the conduct that resulted in the service suspension, the expanded/support team must consider the recommendation of the licensed health professional, mental health professional, or other licensed professional involved in the person's care or treatment when determining whether the person no longer poses an imminent risk of physical harm to self or others and can return to the program. If the expanded/support team makes a determination that is contrary to the recommendation of a licensed professional treating the person, the company must document the specific reasons why a contrary decision was made.

118. SERVICE TERMINATION

Created: 09/14/2022, Revised: 09/30/2025

PURPOSE

The purpose of this policy is to establish determination guidelines and notification procedures for service termination.

POLICY

The company intends to ensure continuity of care and service coordination between members of the support team, including, but not limited to, the person served, the legal representative, and/or designated emergency contact, case manager, other licensed caregivers, and other people identified by the person and/or legal representative during situations that may require or result in service termination. The company restricts service termination to specific situations according to MN Statutes, section 245D.10, subdivision 3a.

PROCEDURE

The company recognizes that temporary service suspension and service termination are two separate procedures. The company must limit temporary service suspension to specific situations that are listed in the Policy and Procedure on Temporary Service Suspension. A temporary service suspension may lead to or include service termination, or the company may do a temporary service suspension by itself. The company must limit service termination to specific situations that are listed below. A service termination may include a temporary service suspension, or the company can do a service termination by itself.

A. The company must permit each person served to remain in the program or continue receiving services and must not terminate services unless:

    a. The termination is necessary for the person's welfare, and the license holder cannot meet the person's needs.

    b. The safety of the person, others in the program, or staff is endangered, and positive support strategies were attempted and have not achieved and effectively maintained safety for the person or others;

    c. The health of the person, others in the program, or staff would otherwise be endangered;

d. The license holder has not been paid for services;

e. The program or license holder ceases to operate; or

f. The person has been terminated by the lead agency from waiver eligibility.

B. Before giving notice of service termination, the company must document actions taken to minimize or eliminate the need for termination. Action taken by the company must include, at a minimum:

a. Consultation with the person's expanded/support team to identify and resolve issues leading to issuance of the termination notice; and

b. A request to the case manager for intervention services as identified in section 245D.03, subdivision 1, paragraph (c), clause (1), or other professional consultation or intervention services to support the person in the program. This requirement does not apply to notices of service termination issued due to the program not being paid for services.

c. If, based on the best interests of the person, the circumstances at the time of the termination notice were such that the company was unable to take the action specified above, the company must document the specific circumstances and the reason for being unable to do so.

C. The notice of service termination must meet the following requirements:

a. The company must notify the person or the person's legal representative and the case manager in writing of the intended service termination. If the service termination is from residential supports and services, as defined in section 245D.03, subdivision 1, paragraph (c), clause (3), the company must also notify the MN Department of Human Services' Commissioner in writing; and
b. The notice must include:

i. The reason for the action;

ii. Except for a service termination when the program ceases to operate, a summary of actions taken to minimize or eliminate the need for service termination or temporary service suspension as required under section 245D.10, subdivision 3a, paragraph (c), and why these measures failed to prevent the termination or suspension;

iii. The person's right to appeal the termination of services under MN Statutes, section 256.045, subdivision 3, paragraph (a); and

iv. The person's right to seek a temporary order staying the termination of services according to the procedures in MN Statutes, section 256.045, subdivision 4a or 6, paragraph (c).

v. The company must use forms provided by the commissioner to report service terminations.

D. Notice of the proposed termination of service, including those situations that began with a temporary service suspension, must be given:

a. At least 60 days before termination, when the company is providing intensive supports and services identified in section 245D.03, subdivision 1, paragraph (c).

b. At least 30 days before termination for all other services licensed under Chapter 245D

c. This termination notice may be given in conjunction with a notice of temporary services suspension.

d. During the service termination notice period, the company must work with the expanded/support team to develop a reasonable alternative to protect the person and others and to support continuity of care; provide information requested by the person or case manager; and maintain information about the service termination, including the written notice of intended service termination, in the service recipient record.

119. RIGHTS OF PERSONS SERVED

Created: 10/01/2026

PURPOSE

The purpose of this policy is to establish procedures that ensure each person served and/or legal representative is informed of, understands, and is supported in exercising the service-related and protection-related rights identified in MN Statutes, section 245D.04.

POLICY

Affinity Residential Care, LLC will ensure the exercise and protection of each person's rights in the services provided and as authorized in the Support Plan and Support Plan Addendum. A person's rights will be restricted only as permitted under MN Statutes, section 245D.04, subdivision 3, paragraph (c).

PROCEDURE

Notice of rights

A. The Program Coordinator and/or Program Manager will provide each person and/or legal representative with the Rights of Persons Served, a written notice that identifies the service recipient rights in MN Statutes, section 245D.04, subdivisions 2 and 3, and an explanation of those rights within five (5) working days of service initiation and annually thereafter.

B. Reasonable accommodations will be made to provide this information in other formats or languages as needed to facilitate understanding of the rights by the person and/or legal representative.

C. Receipt of a copy and an explanation of the rights will be documented on the Rights of Persons Served / Policy Orientation Receipt, signed and dated by the person and/or legal representative, and maintained in the service recipient record.

D. Staff will ensure the exercise and protection of the person's rights in the services provided by Affinity Residential Care, LLC and as authorized in the Support Plan.

Service-related rights

A. A person's service-related rights include the right to:

a. Participate in the development and evaluation of the services provided to the person.

b. Have services and supports identified in the Support Plan and Support Plan Addendum provided in a manner that respects and takes into consideration the person's preferences according to the requirements in MN Statutes, sections 245D.07 and 245D.071.

c. Refuse or terminate services and be informed of the consequences of refusing or terminating services.

d. Know, in advance, limits to the services available from Affinity Residential Care, LLC, including its knowledge, skill, and ability to meet the person's service and support needs.
e. Know conditions and terms governing the provision of services, including the admission criteria and policies and procedures related to temporary service suspension and service termination.
f. A coordinated transfer to ensure continuity of care when there will be a change in the provider.
g. Know what the charges are for services, regardless of who will be paying for the services, and be notified of changes in those charges.
h. Know, in advance, whether services are covered by insurance, government funding, or other sources, and be told of any charges the person or other private party may have to pay.
i. Receive services from an individual who is competent and trained, who has professional certification or licensure, as required, and who meets additional qualifications identified in the person's Support Plan or Support Plan Addendum.

Protection-related rights

A. A person's protection-related rights include the right to:
   a. Have personal, financial, service, health, and medical information kept private, and be advised of disclosure of this information by Affinity Residential Care, LLC.
   b. Access records and recorded information about the person in accordance with applicable state and federal law, regulation, or rule.
   c. Be free from maltreatment.
   d. Be free from restraint, time out, seclusion, restrictive intervention, or other prohibited procedure identified in MN Statutes, section 245D.06, subdivision 5, or successor provisions, except for: (i) emergency use of manual restraint to protect the person from imminent danger to self or others according to the requirements in MN Statutes, section 245D.061, or successor provisions; or (ii) the use of safety interventions as part of a positive support transition plan under MN Statutes, section 245D.06, subdivision 8, or successor provisions.
   e. Receive services in a clean and safe environment when Affinity Residential Care, LLC is the owner, lessor, or tenant of the service site.
   f. Be treated with courtesy and respect and receive respectful treatment of the person's property.
   g. Reasonable observance of cultural and ethnic practice and religion.
   h. Be free from bias and harassment regarding race, gender, age, disability, spirituality, and sexual orientation.
   i. Be informed of and use the Policy and Procedure on Grievances, including knowing how to contact persons responsible for addressing problems and to appeal under MN Statutes, section 256.045.

j. Know the name, telephone number, and the website, email, and street addresses of protection and advocacy services, including the appropriate state-appointed ombudsman, and a brief description of how to file a complaint with these offices.
k. Assert these rights personally, or have them asserted by the person's family, authorized representative, or legal representative, without retaliation.
l. Give or withhold written informed consent to participate in any research or experimental treatment.
m. Associate with other persons of the person's choice in the community.
n. Personal privacy, including the right to use the lock on the person's bedroom or unit door.
o. Engage in chosen activities.
p. Access to the person's personal possessions at any time, including financial resources.

B. For a person residing in a residential site licensed according to MN Statutes, chapter 245A, or where Affinity Residential Care, LLC is the owner, lessor, or tenant of the residential service site, protection-related rights also include the right to:
    a. Have daily, private access to and use of a non-coin-operated telephone for local calls and long-distance calls made collect or paid for by the person.
    b. Receive and send, without interference, uncensored, unopened mail or electronic correspondence or communication.
    c. Have use of and free access to common areas in the residence and the freedom to come and go from the residence at will.
    d. Choose the person's visitors and time of visits and have privacy for visits with the person's spouse, next of kin, legal counsel, religious adviser, or others, in accordance with MN Statutes, section 363A.09, including privacy in the person's bedroom.
    e. Have access to three nutritionally balanced meals and nutritious snacks between meals each day.
    f. Have freedom and support to access food and potable water at any time.
    g. Have the freedom to furnish and decorate the person's bedroom or living unit.
    h. A setting that is clean and free from accumulation of dirt, grease, garbage, peeling paint, mold, vermin, and insects.
    i. A setting that is free from hazards that threaten the person's health or safety.
    j. A setting that meets the definition of a dwelling unit within a residential occupancy as defined in the State Fire Code.

Restriction of rights

A. Restriction of a person's rights under MN Statutes, section 245D.04, subdivision 3, paragraph (a), clauses (13) to (16), or paragraph (b), is allowed only if determined necessary to ensure the health,

safety, and well-being of the person. Any restriction must be documented in the person's Support Plan or Support Plan Addendum.

B. The restriction must be implemented in the least restrictive alternative manner necessary to protect the person and provide support to reduce or eliminate the need for the restriction in the most integrated setting and inclusive manner.
C. The Program Coordinator and/or Program Manager will document the following on the Rights Restrictions form:
    a. The justification for the restriction based on an assessment of the person's vulnerability related to exercising the right without restriction.
    b. The objective measures set as conditions for ending the restriction.
    c. A schedule for reviewing the need for the restriction based on the conditions for ending the restriction, to occur semiannually from the date of initial approval, at a minimum, or more frequently if requested by the person, the person's legal representative, if any, and case manager.
    d. Signed and dated approval for the restriction from the person, or the person's legal representative, if any.
D. A restriction may be implemented only when the required approval has been obtained. Approval may be withdrawn at any time. If approval is withdrawn, the right must be immediately and fully restored.