

Reshab Participant Profile (16.04.17.400.01)

Personal Information

Name: 16.04.17.400.01.a		DOB: 16.04.17.400.01.d		Marital Status: 16.04.17.400.01.c
Medicaid ID #: 16.04.17.400.01.b		Current Phone #: 16.04.17.400.01.a		Gender: 16.04.17.400.01.c
Current Address: 16.04.17.400.01.a	# and Street	Apt #	City	State Zip
Diagnosis(es) or Reference to Current H&P 16.04.17.400.01.h:				
Current Treatments Prescribed: 16.04.17.400.01.g	Current Medications or Attached List: 16.04.17.400.01.g			
	Current Diet: 16.04.17.400.01.g			

Personal Contacts

Emergency Contact Name: 16.04.17.400.01.e		Emergency Contact Phone #: 16.04.17.400.01.e	
Emergency Contact Address: 16.04.17.400.01.e	# and Street	Apt #	City State Zip
Legal Guardian Name: 16.04.17.400.01.e			Legal Guardian Phone #: 16.04.17.400.01.e
Legal Guardian Address: 16.04.17.400.01.e	# and Street	Apt #	City State Zip
Family Contact Name: 16.04.17.400.01.e			Family Contact Phone #: 16.04.17.400.01.e
Family Contact Address: 16.04.17.400.01.e	# and Street	Apt #	City State Zip
Advocate Name: 16.04.17.400.01.e			Advocate Phone #: 16.04.17.400.01.e
Advocate Address: 16.04.17.400.01.e	# and Street	Apt #	City State Zip
Friend Name: 16.04.17.400.01.e			Friend Phone #: 16.04.17.400.01.e
Friend Address: 16.04.17.400.01.e	# and Street	Apt #	City State Zip

Continued

Provider Contacts

Name of TSC: 16.04.17.400.01.f				TSC Phone #: 16.04.17.400.01.f	
TSC Address: 16.04.17.400.01.f	# and Street	Ste #	City	State	Zip
Name of Physician: 16.04.17.400.01.f				Physician Phone #: 16.04.17.400.01.f	
Physician Address: 16.04.17.400.01.f	# and Street	Ste #	City	State	Zip
Name of Pharmacy: 16.04.17.400.01.f				Pharmacy Phone #: 16.04.17.400.01.f	
Pharmacy Address: 16.04.17.400.01.f	# and Street	Ste #	City	State	Zip
Name of Dentist: 16.04.17.400.01.f				Dentist Phone #: 16.04.17.400.01.f	
Dentist Address: 16.04.17.400.01.f	# and Street	Ste #	City	State	Zip
Name of Counselor: 16.04.17.400.01.f				Counselor Phone #: 16.04.17.400.01.f	
Counselor Address: 16.04.17.400.01.f	# and Street	Ste #	City	State	Zip
Name of Med Manager: 16.04.17.400.01.f				Med Manager Phone #: 16.04.17.400.01.f	
Med Manager Address: 16.04.17.400.01.f	# and Street	Ste #	City	State	Zip
Name of Vocational Provider: 16.04.17.400.01.f				Vocation Provider Phone #: 16.04.17.400.01.f	
Vocational Provider Address: 16.04.17.400.01.f	# and Street	Ste #	City	State	Zip
Name of School: 16.04.17.400.01.f				School Phone #: 16.04.17.400.01.f	
School Address: 16.04.17.400.01.f	# and Street	Ste #	City	State	Zip
Other Health Care Provider Name: 16.04.17.400.01.f				Other Health Care Provider Phone #: 16.04.17.400.01.f	
Other Health Care Provider Address: 16.04.17.400.01.f	# and Street	Ste #	City	State	Zip
Other Health Care Provider Name: 16.04.17.400.01.f				Other Health Care Provider Phone #: 16.04.17.400.01.f	
Other Health Care Provider Address: 16.04.17.400.01.f	# and Street	Ste #	City	State	Zip

Acknowledgement Receipt Form

- **Verification of Receipt of Participant's Rights** (16.04.17.300.09.a-y, 16.04.17.400.03, 16.03.10.328.04.a.i, 16.03.10.328.05.a.i)

I have read, understood, received a verbal explanation of, and received a written copy of my personal, civil, and human rights and access to grievance procedures to my satisfaction upon initiation of services in easily understood terms from the agency.

- **Verification of Receipt of Names, Addresses, Telephone Numbers of Protection and Advocacy Services** (Medicaid Provider Agreement A-5.2, 16.04.17.400.03)

I have read, understood, received a verbal explanation of, and received a copy of the names, addresses, and advocacy services in my region from the agency.

- **Verification of Receipt of Alternate Service Available** (Medicaid Provider Agreement A-5.2)

I have read, understood, received a verbal explanation of, and received a copy of alternative services available.

- **Verification of Receipt of Information on Risks** (Medicaid Provider Agreement A-5.2)

I have read, understood, received a verbal explanation of, and received a copy of the information on risks.

- **Verification of Receipt of Service Information** (Medicaid Provider Agreement A-5.2)

I have read, understood, received a verbal explanation of, and received a copy of information pertaining to services.

- **Verification of Receipt of HCBS Information, Rules, Standards, and Qualities** (16.03.10.310-.312, .314-.318.)

I have read, understood, received a verbal explanation of, and received a copy of the agency's requirements to ensure my HCBS rights and all HCBS standards and qualities are developed, implemented, and maintained in my services.

- **Verification of Receipt of HCBS Rights** (16.03.10.313)

I verify that all I have read, understood, received a verbal explanation of, and received information that confirm I will have integration and access, I will select the setting(s) of services, I have rights to privacy, dignity and respect, I have autonomy and independence, and I have choices in all matters.

By signing this form I acknowledge that I have read, understood, received an explanation of the information listed above and provided copies of each. This was done pursuant to relevant language in IDAPA Code.

Participant/Guardian

Date

Residential Habilitation

Participant Rights Information

(16.04.17.300.09.a-y, 16.03.10.328.04.a.i, 16.03.10.328.05.a.i)

This information is provided to each participant upon initiation of services and in accordance with the agency's policies and procedures.

16.04.17.300.09. Participant Rights. Each agency must develop and implement written policies that include a clear definition of personal, civil, and human rights. Upon initiation of services, the agency must provide each participant and guardian, if applicable, with written and verbal information outlining participant rights. This information must be in easily understood terms. The policy and procedure must include the following rights:

- a. Humane care and treatment;
- b. Not be put in isolation;
- c. Be free of restraints, unless necessary for the safety of that person or for the safety of others;
- d. Be free of mental and physical abuse; ()
- e. Voice grievances and recommend changes in policies or services being offered;
- f. Have the opportunity to participate in social, religious, and community activities of his choice;
- g. Wear his own clothing and retain and use personal possessions;
- h. Be informed of his habilitative condition, services available at the agency;
- i. Reasonable access to all records concerning himself;
- j. Choose or refuse services;
- k. Exercise all civil rights, unless limited by prior court order;
- l. Privacy and confidentiality;
- m. Receive courteous treatment;
- n. Receive a response from the agency to any request made within (14) business days;
- o. Receive services that enhance the participant's personal competencies and, whenever possible, promote inclusion in the community;
- p. Refuse to perform services for the agency. If the participant is hired to perform services for the agency, the wage paid must be consistent with state and federal law;
- q. Review the results of the most recent survey conducted by the Department and the accompanying plan of correction;
- r. All other rights established by law;
- s. Be protected from harm;
- t. Choose one's roommate;
- u. Reside in the environment or setting that is least restrictive of personal liberties in which appropriate treatment can be provided;
- v. Communicate by sealed mail, telephone, or otherwise with persons inside or outside of their residence, to have access to reasonable amounts of letter writing material and postage and to have access to private areas to make telephone calls and receive visitors;
- w. Receive visitors at all reasonable times and to associate freely with persons of his own choice;
- x. Keep and be allowed to spend a reasonable sum of his own money for personal expenses and small purchases, and have access to individual storage space for his or her own use; and
- y. Unless limited to prior court order, exercise all civil rights, including the right to dispose of property, execute instruments, make purchases, enter into contractual arrangements, and vote.

Personal, Civil and Human Rights Information, Laws, Rules and Disability-Related Statutes

<https://silc.idaho.gov/laws-and-corresponding-rules/>

According to the State Independent Living Council, many laws were biased against individuals with disabilities. This has changed in recent years, so that individuals with disabilities have the same freedom, equality, and self-governance as others. The following is a sampling of the laws that guarantees the rights of people with disabilities. They link to the statutes in the Idaho Code. Rules that enforce laws can be found at [Department of Administration's website](#).

EDUCATION

- Responsibility of school districts for education of children with disabilities
- 33-2010 Education of adult students with disabilities housed in adult correctional facilities

DOMESTIC RELATIONS AND FAMILY

- 16-1501B Adoption of children
- 32-717 Custody of children and best interest
- 32-1005 Custody of children after separation of parents

HOUSING

- 39-41 Idaho Building Code Act

RECREATION

- 18-5801 Public swimming pools
- 36-409A Archery hunting
- 36-1101 Hunters with disabilities

HUMAN RIGHTS

- 67-5909 Commission on Human Rights

SELF-GOVERNANCE AND CIVIL RIGHTS

- 34-1108 Conduct of elections – assistance to voter
- 34-2427 Physically disabled voter; voting by machine or vote tally system
- 39-2409 Home health agencies – bill of rights
- 39-3316 Idaho Board and Care Act – Resident Rights
- 39-3516 Residential care for the elderly resident rights
- 39-3903 Sterilization – protection of civil rights
- 39-4603 Idaho developmental disabilities services and facilities act – Declaration of Rights

TRANSPORTATION AND COMMUNITY INTEGRATION

- 18-5812A Assistance dogs
- 31-876 Powers and duties of board of commissioners – public transportation services
- 49-213 Accessible parking
- 49-410 Motor vehicle registration – special license plates and cards for persons with a disability or for certain temporarily disabled persons
- 49-426 Vehicles, exemption from operating fees
- 49-605 Motorized assistance vehicles
- 49-721 Bicycle use
- 56-703 Service animals
- 56-704 Right to use an assistance dog
- 71-241 Service station assistance

SAFETY AND PROTECTION

- 18-1505 Abuse, exploitation, or neglect of a vulnerable adult
- 18-1505A Abandoning a vulnerable adult
- 18-5812 Abuse or battery

MEDICAID ELIGIBILITY

- [Medicaid for Workers with Disabilities](#)

Resources for Individuals with Disabilities

Civil Rights/Legal

- [Disability Rights Idaho \(DRI\)](#) (Formerly Co-Ad or Comprehensive Advocacy) - Provides advocacy and legal services for individuals with disabilities in Idaho.
- [Idaho Fair Housing Forum](#): Housing locator tool - Site to search for housing, including accessible rentals.
- [Idaho Human Rights Commission](#) - Administers state and federal anti-discrimination laws.
- [Idaho Legal Aid](#)
- [Northwest ADA Center - Idaho](#) (NWADA) - Provides training and technical assistance to those affected by the Americans with Disabilities Act (ADA).

Idaho Human Rights Act

The Idaho Human Rights Act and the federal Americans with Disabilities Act prohibit discrimination against persons with disabilities. Here are some frequently asked questions and answers about the law according to the Idaho Human Rights Commission (<https://humanrights.idaho.gov/>).

Who is Protected?

A “disability” is a physical or mental impairment that substantially limits one or more major life activities, such as walking, doing manual tasks, or learning, as well as major bodily functions such as circulatory, endocrine or the immune system. A person is protected who:

- Has a disability or
- Has a record of a disability or
- Is regarded by others as having an actual or perceived impairment.
- The definition of “disability” is to be interpreted in favor of broad coverage of individuals under the ADA.

Protection and Advocacy Information-Region 4

Residential Habilitation

Protection and Advocacy Information

(16.04.17.400.03, Medicaid Provider Agreement A-5.2)

In accordance with the method of informing participants of their rights described in the Medicaid Provider Agreement, the agency provides participants and their family's information pertaining to protection and advocacy services

Contact these offices regarding any adult protection concerns.

Adult Protection Services

208-489-6909

125 E 50th St.

Garden City, ID 83714-1413

2420 American Legion Blvd. Mountain Home,
ID 83647

208-587-9061

DISABILITY RIGHTS IDAHO: Contact this organization for assistance with the following concerns: disability discrimination, educational rights, barriers to voting, access to public benefits, assistive technology, community access, abuse or neglect, planning for work, rights in facilities, and other disability issues.

DisAbility Rights Idaho

Pocatello Office:

1246 Yellowstone Avenue, Suite A-3

Pocatello, Idaho 83201-4374

208-232-0922

208-232-0938 (fax)

866-309-1589 (toll-free)

www.disabilityrightsidaho.org

DisAbility Rights Idaho

Corporate Office (Boise):

4477 Emerald Street, Suite B-100

Boise, Idaho 83706

208-336-5353 (TDD/Voice)

208-336-5396 (fax)

800-632-5125 (toll-free)

www.disabilityrightsidaho.org

OTHER USEFUL INFORMATION:

Regional Medicaid Services

1720 Westgate Drive

Boise, Idaho 83704

208-334-0940

Nurse Reviewers, Personal Care, Long Term Care, Certified Family Homes, Healthy Connections, Adult Developmental Disabilities

Developmental Disability

Program/Infant Toddler

1720 Westgate Drive

Boise, Idaho 83704

208-334-0900

DD & Infant Toddler eligibility determination, early intervention services for children from birth to age three, family support, behavioral intervention

Idaho CareLine

Dial 2-1-1 or

1-800-926-2588

Free statewide community information and referral service, database of social services and programs including free or low cost programs such as rental assistance, energy assistance, medical assistance, food and clothing, child care resources, and emergency shelters.

Residential Habilitation Services
Alternate Forms of Services Available
(Medicaid Provider Agreement A-5.2)

Residential Habilitation is an intensive treatment program designed to provide adequate support to maintain community living placements for participants meeting ICF/ID level of care. Our goal, as a rehab treatment provider is to facilitate progress among our clients.

We encourage, and will help you cultivate all of the supports you need to be successful and accomplish your goals. We will actively pursue unpaid service options to promote optimum independence.

The following service information pertains to DD Waiver Services available to participants who meet ICF/ID eligibility. The services may or not be available to participants through the agency. The procurement of needed services not available through the agency will be discussed with the service coordinator.

1. **Residential Habilitation**
2. **Chore Services**
3. **Respite**
4. **Supported Employment**
5. **Transportation**
6. **Environmental Accessibility Adaptations**
7. **Specialized Equipment and Supplies**
8. **Personal Emergency Response System**
9. **Home Delivered Meals**
10. **Skilled Nursing**
11. **Behavior Consultation/Crisis Management**
12. **Adult Day Care**
13. **Self Directed Community Supports**

Residential Habilitation Services

Information Pertaining to Risk (Medicaid Provider Agreement A-5.2)

Residential Habilitation is an intensive service designed to reduce the risk of institutionalization. Our goal, as a reshab treatment provider is to facilitate enough progress among our clients that we are no longer needed or services can be reduced.

Risks

Risks associate with services include, but are not limited to the following items. Remember, all services provided must be clinically appropriate in content, service location and duration.

- There are economic and interpersonal risks associated with obtaining your own residence.
- There are economic and interpersonal risks associated with residing with a roommate or care provider.
- There are functional, economic, behavioral, and medical risks associated with receiving services in the home or community.
- There are functional, interpersonal, behavioral, and medical risks associated with allowing a staff or care provider deliver services.
- There are functional, interpersonal, behavioral, and medical risks associated with having neighbors.
- There is a risk associated with transportation.
- Working with various therapists could be a source of frustration.
- Therapy is hard, but worth it!
- You might get worse before you get better.
- Our agency is here to support you, but hold you accountable to the goals you've helped develop.
- There are functional, interpersonal, behavioral, and medical risks associated with interacting with others in the community.
- There are functional, interpersonal, behavioral, and medical risks associated with developing new strengths and interests while addressing deficits.
- There are individualized risks unique to you.

We believe that assuming some of these risks will enable you to make the most progress in the shortest amount of time. We are committed to supporting to minimize the risk to you as you received services. Please actively participate with us in managing the risks. Remember, you are part of a team and we're all striving for the same goal!

The risks associated with services are not limited to those identified in this document or in conversation with representatives of the agency.

**Residential Habilitation Services
Information Pertaining to Risk
(Medical Provider Agreement A-8.2)**

Residential Habilitation is an intensive service designed to reduce the risk of institutionalization. Our goal as a respite treatment provider is to facilitate enough progress among our clients that we are no longer needed or services can be reduced.

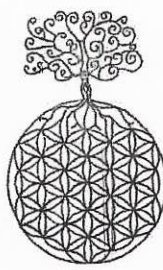
Risks

Risks associated with services include, but are not limited to the following items. Remember, all services provided must be clinically appropriate in content, service location and duration.

- There are economic and interpersonal risks associated with obtaining your own caregiver.
- There are economic and interpersonal risks associated with residing with a roommate or care provider.
- There are functional, economic, behavioral, and medical risks associated with receiving services in the home or community.
- There are functional, interpersonal, behavioral, and medical risks associated with allowing a staff or care provider deliver services.
- There are functional, interpersonal, behavioral, and medical risks associated with having neighbors.
- There is a risk associated with transportation.
- Working with a care provider could be a source of frustration.
- Therapy is hard, but worth it.
- You might not be able to get better.
- Our agency is here to support you, but how you account for the goals you've agreed to set.
- There are functional, interpersonal, behavioral, and medical risks associated with interacting with others in the community.
- There are functional, interpersonal, behavioral, and medical risks associated with developing new strengths and interests while addressing deficits.
- There are individualized risks unique to you.

We believe that assuming some of these risks will enable you to make the most progress in the shortest amount of time. We are committed to supporting to minimize the risk to you as you receive services. Please actively participate with us in managing the risks. Remember, you are part of a team and we're all striving for the same goal.

The risks associated with services are not limited to those identified in this document or in contracts and representatives of the agency.



Roots Support Services, LLC

Residential Habilitation Services

Service Information

(Medicaid Provider Agreement A-5.2)

Residential Habilitation is an intensive treatment program designed to provide adequate support to maintain community living placements for participants meeting ICF/ID level of care. Our goal, as a rehab treatment provider is to facilitate progress among our participants. The agency's objective is to enable individuals with developmental disabilities to live rather than merely exist. The agency encourages its participants to be active participants rather than passive observers, to take risks, to learn from failures as well as successes, and to take pride and joy in their accomplishments

Emphasis:

1. Personal Development – It helps participants identify their natural abilities and interests through exposure to a variety of functional, behavioral, social, and recreational activities and programs. By broadening their horizons, participants have choices. Once interests/abilities are identified, the agency builds on them by implementing individual training programs.
2. Interpersonal Relationships – The agency recognizes the importance of social contact in every person's life. To that end, the agency encourages frequent contact with participants' biological families, as well as community members. The agency emphasizes the "team approach" between participants and staff and emphasizes the focus of participants in their homes. The agency also encourages relationships between participants, and it facilitates opportunities for them to meet with other people, both with and without developmental disabilities.

Principles

1. Utilization of full human capacity.
2. Equipping people with skills (social, behavioral, interpersonal and others).
3. People have the right and responsibility for self-determination
4. Services should be provided in as normalized environment as possible.
5. Differential needs and care.
6. Commitment from staff members.
7. Care is provided in an intimate environment without professional, authoritative shield and barriers.
8. Generalization.
9. No limits on participation.
10. There is an emphasis on a social, rehabilitative, and a medical model of care.
11. Emphasis is on the participant's strengths rather than on pathologies.
12. Emphasis is on the here and now rather than on problems from the past.
13. Flexibility of structure and service models.
14. Non-obligatory participation.
15. Support for mobility and choice of service options.
16. Active participant involvement in services.
17. Support for participant decision-making.
18. Concentration on quality of relationships and interactions between participants and staff.
19. Encouragement of peer support.
20. Responsiveness to participants' needs.
21. Utilization of a broad range of skills.
22. Active community education.
23. Active advocacy.
24. Cost-effectiveness: both operational and preventative.

Residential Habilitation. Residential habilitation services consist of an integrated array of individually-tailored services and supports furnished to eligible participants which are designed to assist them to reside successfully in their own homes, with their families, or alternate family homes. The services and supports that may be furnished consist of the following:

- a. Habilitation services aimed at assisting the individual to acquire, retain or improve his ability to reside as independently as possible in the community or maintain family unity. Habilitation services include training in one (1) or more of the following areas:
 - Self-direction, including the identification of and response to dangerous or threatening situations, making decisions and choices affecting the individual's life, and initiating changes in living arrangements or life activities;

- Money management including training or assistance in handling personal finances, making purchases, and meeting personal financial obligations;
 - Daily living skills including training in accomplishing routine housekeeping tasks, meal preparation, dressing, personal hygiene, self administration of medications, and other areas of daily living including proper use of adaptive and assistive devices, appliances, home safety, first aid, and emergency procedures;
 - Socialization including training or assistance in participation in general community activities and establishing relationships with peers with an emphasis on connecting the participant to his community. (Socialization training associated with participation in community activities includes assisting the participant to identify activities of interest, working out arrangements to participate in such activities and identifying specific training activities necessary to assist the participant to continue to participate in such activities on an on-going basis. Socialization training does not include participation in non-therapeutic activities which are merely diversional or recreational in nature);
 - Mobility, including training or assistance aimed at enhancing movement within the person's living arrangement, mastering the use of adaptive aids and equipment, accessing and using public transportation, independent travel, or movement within the community;
 - Behavior shaping and management includes training and assistance in appropriate expressions of emotions or desires, assertiveness, acquisition of socially appropriate behaviors; or extension of therapeutic services, which consist of reinforcing physical, occupational, speech and other therapeutic programs.
- b. Personal Assistance Services necessary to assist the individual in daily living activities, household tasks, and such other routine activities as the participant or the participant's primary caregiver(s) are unable to accomplish on his own behalf.
- c. Skills training to teach waiver participants, family members, alternative family caregiver(s), or a participant's roommate or neighbor to perform activities with greater independence and to carry out or reinforce Skills training is provided to encourage and accelerate development in independent daily living skills, self direction, money management, socialization, mobility and other therapeutic programs.

Participant of HCBS Information, Rules, Standards, and Qualities as outlined in 16.03.310-312, .314-.318, Rules Governing Medicaid Enhanced Plan Benefits

310. HOME AND COMMUNITY BASED SERVICES. Home and Community Based Services (HCBS) are those long-term services and supports that assist eligible participants to remain in their home and community. The federal authorities under 42 CFR 441.301, 42 CFR 441.710, and 42 CFR 441.725 require the state to deliver HCBS in accordance with the rules described in Sections 310 through 318 of these rules. HCBS include the following: (7-1-16)

01. Children's Developmental Disability Services. Children's developmental disability services as defined in Sections 663 and 683 of these rules. (7-1-16)
02. Adult Developmental Disability Services. Adult developmental disability services as defined in Sections 645 through 659, 703, and 705 of these rules. (7-1-16)
03. Consumer-Directed Services. Consumer-directed services as defined in IDAPA 16.03.13, "Consumer-Directed Services." (7-1-16)
04. Aged and Disabled Waiver Services. Aged and disabled waiver services as defined in Section 326 of these rules. (7-1-16)
05. Personal Care Services. Personal care services as defined in Section 303 of these rules. (7-1-16)

311. HCBS REQUIREMENTS AND DECISION-MAKING AUTHORITY. HCBS requirements, contained in Sections 312 through Sections 317 of these rules, do not supersede decision-making authority legally assigned to another individual or entity on the participant's behalf. This includes: (7-1-16)

01. Payee. A representative payee appointed by the Social Security Administration; (7-1-16)
02. Restrictions (Probation or Parole). Court-imposed restrictions related to probation or parole; (7-1-16)
03. Restrictions (When Committed). Court-imposed restrictions when committed to the Director of Health and Welfare; and (7-1-16)
04. Legal Guardians Who Retain Full Decision-making Authority. It is presumed that the parent or parents of participants birth through seventeen (17) years of age have full decision-making authority unless the minor child has another legally assigned decision-making authority. (7-1-16)

312. HOME AND COMMUNITY BASED SETTINGS. IDAHO ADMINISTRATIVE CODE IDAPA 16.03.10 Department of Health and Welfare Medicaid Enhanced Plan Benefits Section 312 Page 90 Home and community based settings include all locations where participants who receive HCBS live or receive their services. (7-1-16)

01. Home and Community Based Settings Not Included. Home and community based settings do not include the following: (7-1-16)
 - a. A nursing facility; (7-1-16)
 - b. An institution for mental diseases; (7-1-16)
 - c. An intermediate care facility for persons with intellectual disabilities (ICF/ID); (7-1-16)
 - d. A hospital; or (7-1-16)
 - e. Any other location that has the qualities of an institutional setting. These institutional qualities include: (7-1-16)
 - i. Any setting that is located in a building that is also a publicly or privately operated facility that provides inpatient institutional treatment; or (7-1-16)
 - ii. A building on the grounds of, or immediately adjacent to, a state or federally operated inpatient treatment facility; or (7-1-16)
 - iii. Any setting that has the effect of isolating participants receiving Medicaid HCBS from the broader community of individuals not receiving Medicaid HCBS. (7-1-16)

314. RESIDENTIAL PROVIDER-OWNED OR CONTROLLED SETTING QUALITIES. In addition to the setting requirements described in Section 313 of these rules, provider-owned or controlled settings, including Residential Care or Assisted Living Facilities and Certified Family Homes that provide services to HCBS participants, must also meet the following conditions: (7-1-16)

01. Written Agreement. A lease, residency agreement, admission agreement, or other form of written agreement will be in place for each HCBS participant at the time of occupancy. The lease or residency agreement must provide protections that address eviction processes and appeals comparable to those provided under Idaho landlord tenant law. (7-1-16)
02. Privacy. Participants have the right to privacy within their residence. Each participant must have privacy in their sleeping or living unit to include the following: (7-1-16)
 - a. The right to entrance doors which are lockable by the individual, with only appropriate staff having keys to doors. (7-1-16)
 - b. Participants sharing units have a choice of roommates in that setting. (7-1-16)
03. Décor. Participants have the freedom to furnish and decorate their sleeping or living units within the lease or other agreement. (7-1-16)
04. Schedules and Activities. Participants have the freedom and support to control their own schedules and activities. (7-1-16)

05. Access To Food. Participants have access to food at any time. (7-1-16)
06. Visitors. Participants are able to have visitors of their choosing at any time in accordance with the applicable requirements under IDAPA 16.03.19, "Rules Governing Certified Family Homes," and IDAPA 16.03.22, "Residential Care or Assisted Living Facilities in Idaho." (7-1-16)
07. Accessibility. The setting is physically accessible to the participant. (7-1-16)

315. EXCEPTIONS TO RESIDENTIAL PROVIDER-OWNED OR CONTROLLED SETTING QUALITIES. Exceptions to residential setting requirements outlined in Section 314 of these rules must be made based on the needs of the participant that are identified through person-centered planning. Service plans with exceptions to residential setting requirements must be submitted to the Department or its designee for review and approval. When an exception is made, the following information must be documented in the person-centered service plan: (7-1-16)

01. Assessed Needs. Specific and individualized assessed needs that are related to the exception. (7-1-16)
02. Interventions and Supports. Positive interventions and supports used prior to any exceptions to the person-centered service plan. (7-1-16)
03. Prior Methods. List less intrusive methods previously implemented that were unsuccessful in addressing the needs of the participant. (7-1-16)
04. Description of Intervention. A clear description of the intervention for the exception that is directly proportionate to the specific assessed needs. (7-1-16)
05. Data Collection. Regular collection and review of data to measure the ongoing effectiveness of the exception. (7-1-16)
06. Time Limits. Established time limits for periodic reviews to determine if the exception is still necessary, if a transition plan can be developed, or if the exception can be terminated. (7-1-16)
07. Informed Consent. Informed consent of the participant or legal guardian for the exception. (7-1-16)
08. Assurance of No Harm. An assurance that interventions and supports will cause no harm to the participant. (7-1-16)

316. HOME AND COMMUNITY BASED PERSON-CENTERED PLANNING REQUIREMENTS. All participants or their decision-making authority must direct the development of their service plan through a person-centered planning process. Information and support must be given to the HCBS participant to maximize their ability to make informed choices and decisions. Individuals invited to participate in the person-centered planning process should be identified by the participant or the participant's decision-making authority. Legal guardians who do not have full decision-making authority as described in Section 311 of these rules will have a participatory role as needed and defined by the participant. The person-centered planning process must: (7-1-16)

01. Timely and Convenient. Be conducted timely and occur at convenient times and locations to the participant and the participant's decision-making authority in accordance with program requirements. (7-1-16)
02. Cultural Considerations. Reflect cultural considerations of the participant. (7-1-16)
03. In Plain Language and Accessible. Be conducted by providing information in plain language and in a manner that is accessible to participants with disabilities and persons who are limited English proficient as defined in 42 CFR 435.905(b). (7-1-16)
04. Conflict Resolution. Utilize strategies for solving conflict or disagreement within the process, and follow clear conflict-of-interest guidelines for all planning participants. (7-1-16)

317. HOME AND COMMUNITY BASED PERSON-CENTERED SERVICE PLAN REQUIREMENTS. All person-centered service plans must reflect the following components: (7-1-16)

01. Services And Supports. Clinical services and supports that are important for the participant's behavioral, functional, and medical needs as identified through an assessment. (7-1-16)
02. Service Delivery Preferences. Indication of what is important to the participant with regard to the service provider and preferences for the delivery of such services and supports. (7-1-16)
03. Setting Selection. HCBS settings selected by the participant or the participant's decision-making authority are chosen from among a variety of setting options, as required in Section 313 of these rules. The person-centered service plan must identify and document the alternative home and community setting options that were considered by the participant, or the participant's decision-making authority. (7-1-16)
04. Participant Strengths and Preferences. (7-1-16)
05. Individually Identified Goals and Desired Outcomes. (7-1-16)
06. Paid and Unpaid Services and Supports. Paid and unpaid services and supports that will assist the participant to achieve identified goals, and the providers of those services and supports, including natural supports. (7-1-16)
07. Risk Factors. Risk factors to the participant as well as people around the participant and measures in place to minimize them, including individualized back-up plans and strategies when needed. (7-1-16)
08. Understandable Language. Be understandable to the participant receiving services and supports, and the individuals important in supporting him or her. At a minimum, the written plan must be understandable, and written in plain language in a manner that is accessible to participants with disabilities and persons who are limited English proficient, consistent with 42 CFR 435.905(b). (7-1-16)
09. Plan Monitor. Identify the name of the individual or entity responsible for monitoring the plan. (7-1-16)

10. Plan Signatures. Be finalized and agreed to, by the participant, or the participant's decision-making authority, in writing, indicating informed consent. The plan must also be signed by all individuals and providers responsible for its implementation indicating they will deliver services according to the authorized plan of service and consistent with home and community based requirements. (7-1-16)
 - a. Children's DD service providers responsible for implementation of the plan include the providers of those services defined in Sections 663 and 683 of these rules. (7-1-16)
 - b. Adult DD service providers responsible for implementation of the plan include those required to develop a provider implementation plan as defined in Sections 513 and 654 of these rules. (7-1-16)
 - c. Consumer-directed service providers responsible for implementation of the plan include the participant, Support Broker, and Fiscal Employment Agency as identified in IDAPA 16.03.13, "Consumer-Directed Services." (7-1-16)
 - d. Personal Care and Aged and Disabled Waiver service providers responsible for the implementation of the plan include the providers of those services defined in Sections 303 and 326 of these rules. (7-1-16)
 11. Plan Distribution. Be distributed to the participant and the participant's decision-making authority, if applicable, and other people involved in the implementation of the plan. At a minimum, the following providers will receive a copy of the plan: (7-1-16)
 - a. Children's DD providers of services defined in Sections 663 and 683 of these rules as identified on the plan of service developed by the family-centered planning team. (7-1-16)
 - b. Adult DD service providers required to develop a provider implementation plan as defined in Sections 513 and 654 of these rules. Additionally, the participant will determine during the person-centered planning process whether the service plan, in whole or in part, will be distributed to any other developmental disability service provider. (7-1-16)
 - c. Consumer-Directed service providers as defined in IDAPA 16.03.13, "Consumer-Directed Services," Section 110. Additionally, the participant, or the participant's decision-making authority will determine during the person-centered planning process whether the service plan, in whole or in part, will be distributed to any other community support worker or vendors. (7-1-16)
 - d. Personal Care and Aged and Disabled Waiver service providers furnishing those services defined in Sections 303 and 326 of these rules. (7-1-16)
 12. Residential Requirements. For participants living in residential provider owned or controlled settings as described in Section 314 of these rules, the following additional requirements apply: (7-1-16)
 - a. Options described in Subsection 317.03 of this rule must include a residential setting option that allows for private units. Selection of residential settings will be based on the participant's needs, preferences, and resources available for room and board. (7-1-16)
 - b. Any exception to residential provider owned or controlled setting qualities as described in Section 314 of these rules must be documented in the person-centered plan as described in Section 315 of these rules. (7-1-16)
318. HCBS TRANSITION PLAN. As required by the Department, all current providers of HCBS must complete a Department-approved self assessment form related to the setting requirements and qualities described in Sections 311 through 314 of these rules. (7-1-16)
01. Provider Transition Plan. As part of the self-assessment process, providers not in compliance with any portion of the new requirements and qualities must develop a plan for coming into compliance. Selfassessment forms are subject to review and validation by the Department via quality assurance activities. (7-1-16)
 02. New HCBS Providers or Service Settings. New HCBS providers or service settings are expected to fully comply with the HCBS requirements and qualities as a condition of becoming a Medicaid provider. (7-1-16)
 03. Quality Assurance. The Department will begin enforcement of quality assurance compliance with Sections 311 through 314 of these rules on January 1, 2017. (7-1-16)

11. Plan design or the insured and agreed to by the participant or the subject's decision-making authority in writing. The plan design or the insured and agreed to by the participant or the subject's decision-making authority in writing. The plan design or the insured and agreed to by the participant or the subject's decision-making authority in writing.

- a. Children's (1) service providers responsible for implementation of the plan include the providers of those services defined in Sections 652 and 653 of these rules (7-1-16)
- b. Adult DD service providers responsible for implementation of the plan include those required to develop a provider implementation plan as defined in Sections 511 and 654 of these rules (7-1-16)
- c. Consumer-directed service providers responsible for implementation of the plan include the participant, support broker, and Fiscal Intermediary Agency as located in Iowa 267.11, "Consumer-Directed Services" (7-1-16)
- d. Personal Care and Assisted Living service providers responsible for the implementation of the plan include the providers of those services defined in Sections 303 and 316 of these rules (7-1-16)

12. Plan design that is attributed to the participant and the participant's decision-making authority. It applies, and other people involved in the implementation of the plan, at a minimum, the following providers will receive a copy of the plan (7-1-16)

- a. Children's DD providers or services defined in Sections 652 and 653 of these rules as identified on a plan of service developed by the family or other planning team (7-1-16)
- b. Adult DD service providers required to develop a provider implementation plan as defined in Sections 511 and 654 of these rules. Additionally, the participant will determine during the person-centered planning process whether the service plan, in whole or in part, will be distributed to any other providers (7-1-16)
- c. Consumer-Directed service providers as defined in Iowa 267.11, "Consumer-Directed Services" (7-1-16). Additionally, the participant, or the participant's decision-making authority will determine during the person-centered planning process whether the service plan, in whole or in part, will be distributed to any other community support worker or vendor (7-1-16)
- d. Personal Care and Assisted Living service providers furnishing those services defined in Sections 303 and 316 of these rules (7-1-16)

13. Participant Requirements. For participants living in residential facilities owned or controlled by the participant or a family member, the participant will be allowed to allow for private room and board (7-1-16)

- a. Options described in Section 513.03 of the rules include a residential setting that allow for private room and board (7-1-16)
- b. Any exception to residential provider owned or controlled lodging facilities is described in Section 314 of these rules. Any exception to residential provider owned or controlled lodging facilities is described in Section 314 of these rules. Any exception to residential provider owned or controlled lodging facilities is described in Section 314 of these rules. Must be documented in the person-centered plan as described in Section 16 of these rules (7-1-16)

14. FROM TRANSITION PLAN. As required by the Department, all current providers of HCBs must complete the Department approved self-assessment form related to the long-term care and disability services in Sections 511 through 514 of these rules (7-1-16)

15. Provider. Part of the self-assessment process, providers not in compliance with any portion of the new requirements and quality assurance program development plan for long-term care facilities will be subject to review and validation by the Department via quality assurance activities (7-1-16)

16. New HCB Provider. A provider of a new HCB provider or service begins to fully comply with the HCB requirements and quality assurance program development plan as a condition of becoming a Medicaid provider (7-1-16)

17. Quality Assurance. The Department will begin enforcement of quality assurance compliance with Sections 511 through 514 of these rules on January 1, 2017 (7-1-16)

HCBS Rights (16.03.10.313)

313. REQUIRED HOME AND COMMUNITY BASED QUALITIES. Home and community based settings must support eligible participants to have the same opportunities for integration, independence, choice, and rights as individuals who do not require supports or services to remain in their home or community. If a setting requirement described in this rule presents a health or safety risk to the participant or those around the participant, goals must be identified with strategies to mitigate the risk. These goals and strategies must be documented in the person-centered plan. Providers must develop and implement policies and procedures to address the following HCBS setting requirements. (7-1-16)

01. Required Home and Community Based Qualities. Home and community based settings are required to have the following qualities: (7-1-16)
 - a. Integration and Access. The setting is integrated in and supports full access to the greater community for participants receiving HCBS. Typical, age-appropriate activities include opportunities to seek employment and work in competitive integrated settings, engage in community life, control personal resources, and receive services in the community in the same manner as individuals who do not require supports or services to remain in their home or community. (7-1-16)
 - b. Selection of Setting. Home and community based settings are selected by the participant or the participant's decision-making authority from among disability-specific and non-disability-specific settings, and are based on the participant's needs and preferences including consideration of the participant's safety and the safety of those around the participant. (7-1-16)
 - c. Participant Rights. The setting ensures a participant's rights of privacy, dignity, and respect, and freedom from coercion and unauthorized restraint are honored. (7-1-16)
 - d. Autonomy and Independence. The setting optimizes, but does not regiment, an individual's initiative, autonomy, and independence in making life choices, including daily activities, physical environment, and with whom to interact. (7-1-16)
 - e. Choice. The setting promotes opportunities for participant choice regarding the services and supports provided in the setting. (7-1-16)
02. Services Delivered in the Participant's Own Home. It is presumed that services delivered in the participant's own home, that is not a provider-owned or controlled residence, meet the HCBS setting requirements described in this rule. Providers may not impose restrictions on HCBS setting qualities in a participant's own home without goals and strategies to mitigate risk described in this rule that have been agreed to through the person-centered planning process. (7-1-16)



Roots Support Services, LLC

Residential Habilitation Services

Participant Intake Agreement

Aims and Objectives of the Agency

The Agency commits to:

1. Working with each participant, social workers, relatives, and all others associated with his/her support towards identifying, implementing and reviewing a person-centered plan which adequately reflects his/her needs at any one time;
2. Working with participants to manage any challenging behaviors, facilitating participants to take full advantage of opportunities both in- and out-side of their homes;
3. Promoting independent living, working within the participant's range of abilities and competencies;
4. Delivering support, in the participant's home in a manner which is non-discriminatory, sensitive to the cultural needs of the participant and respectful of their environment and traditions;
5. Providing a high-quality flexible, responsive and non-intrusive service that is tailored to the needs of the individual;
6. Ensuring that confidential information is protected at all times and only shared with others strictly in accordance with its policy on confidentiality;
7. Working in partnership with other agencies involved in support in order to ensure a seamless and cost-effective service.

Participant/Guardian Initials: _____

Date: _____

Ethos and Philosophy

The agency believes that the following statements best describe the values within which we seek to operate on a daily basis.

We believe that each participant we support has the fundamental right to:

1. be regarded as an individual;
2. be supported by people who are capable of understanding their needs and competent to meet those needs;
3. be treated equally, and no less favorably than others;
4. receive respect and understanding regarding their cultural, religious and spiritual beliefs;
5. be informed about all important decisions that affect them, and to have a say;
6. be afforded privacy for themselves and their belongings;
7. be afforded dignity, at all times,
8. have the opportunity to think independently;

Participant/Guardian Initials: _____

Date: _____

General Scope of Services

The Agency is engaged in the provision of support services to individual participants in their own homes. These services are based upon an assessment of need, at the time the contract commences, and reflect the requirements of a Person-Centered Plan.

Support Services include the Following Areas:

1. Personal hygiene, grooming etc;
2. Finances;

3. Health;
4. Food;
5. Housekeeping;
6. Social, leisure etc;
7. Helping participants with their personal affairs.

Participant/Guardian Initials: _____
 Date: _____

Discharge / Withdrawal of Service

1. The agency may initiate the discharge procedures where in its opinion, participants demonstrate a pattern of refusing to participate in residential habilitation services or other elements of the agreed upon plan of service. The agency will not accept participants or continue to deliver service to participants who refuse services. The agency agrees to provide services as detailed on the authorized plan and expects that participants agree to participate as well.
2. The Provider's decision to accept or continue services for a participant is based on the Provider's ability to meet the needs of the participant. The Agency will provide at least 30 day's written notice to the participant of withdrawal of service although in certain situations withdrawal may be immediate as approved by the Department of Health and Welfare.
3. The Provider shall develop a transition plan and provide such notice to the participant as is approved by the Department when services are being terminated. The Department's approval, according the agency's Medicaid Provider Agreement shall not be withheld if the plan for transition is safe, effective and cost-effective for the participant and others.
4. The agency and the participant agree that when the developmental needs have been met, or the services are no longer adequate or appropriate, discharge or referral to appropriate services will occur.

Participant/Guardian Initials: _____
 Date: _____

Quality of Service

The Agency aims at all times to deliver a quality service to the highest standards. Information from participants is a vital part of the Agency's Quality Assurance Program and participants will be asked for feedback on the quality of service they have received on a regular basis.

Participant/Guardian Initials: _____
 Date: _____

Complaints and Suggestions

The Agency welcomes complaints and suggestions as a means of accurately judging the quality of its services and identifying ways of improving participant satisfaction.

Participant/Guardian Initials: _____
 Date: _____

Hours of Operation

The Agency is proud to say that it operates 24 hours a day, seven days a week and 365 days per year! The Agency's office is open between 9.00 am and 5.00 pm, Monday to Friday. Please call the office on any matter related to your support. If you need to contact someone from the Agency outside of office hours please call the duty care manager on the office number.

Participant/Guardian Initials: _____
 Date: _____

Administration of Medicines

Many of the Agency's participants are advised to take medicine(s) either regularly, or on an occasional basis, in order to maintain or improve their health. Typically, the Agency will always try to encourage and maintain the participant's independence, through the participant's own self-administration of medicines, but will provide assistance, as needed, when this has been agreed as part of the participant's Person Centered Plan. Where assistance is given by any support worker employed by the Agency, then it will be undertaken within a strict procedure, as outlined in the Agency's policy and procedure on the administration of medicines.

Participant/Guardian Initials: _____
Date: _____

Autonomy and Independence

The Agency will assess, plan, deliver and review the support services it provides to participants with a view at all times to promoting autonomy and maintaining/increasing independence. It will do this through a number of activities and processes involving the participant

Participant/Guardian Initials: _____
Date: _____

Care assessment and personal centered plans

The Agency will involve the participant in the assessment and planning of the support services they need, and seek the participant's opinion as to the most beneficial service which satisfies their own individual needs. The Agency's aim will be to tailor a package of support which reflects need, offers choice, and respects the participant's opinion and judgment.

Participant/Guardian Initials: _____
Date: _____

Review

The Agency will review services with the participant upon implementation of the Person Centered Plan. The participant is entitled to request a review at any time. The review will take into account the manner in which support has been delivered, whether it is meeting the objectives which were set at the beginning, and any changes which have taken place in the participant's overall needs assessment.

Participant/Guardian Initials: _____
Date: _____

Personal Finances

Control of personal finance is a key component of being able to demonstrate independence in living, and the Agency will encourage, enable and empower participants, where possible, to make decisions in relation to their own lives, providing information, assistance and support where needed.

Participant/Guardian Initials: _____
Date: _____

Administration of personal care needs

Where appropriate, support workers employed by the Agency will seek to carry out tasks assigned to them with the participant, as opposed, for example, to simply carrying out tasks for them. In this way the participant becomes involved in the support process, and may, over time reduce dependence as both confidence and competence increase.

Participant/Guardian Initials: _____
Date: _____

Handling Participant's Money

The Agency aims to promote and maintain the independence of participants in all aspects relating to the support and services they receive and believes that control of money matters is a key element of independence. Participants are therefore actively encouraged to take control of all aspects of their financial affairs, thus avoiding over-dependence on others, even in minor ways. There will be instances, however, when support is needed, and given, and it is in these situations in particular where the agency ensures that simple good practices are implemented and observed, so as to promote trust and avoid disputes, misunderstanding or suspicion.

Participant/Guardian Initials: _____

Date: _____

Privacy and Dignity

The Agency recognizes that most interactions between support workers and their participants demonstrate some form of dependence upon the support worker, and obligations exist therefore to ensure that a code of conduct is observed which ensures that all actions undertaken:

1. are with the express wish of the participant;
2. are conducted in such a way that the participant does not feel undervalued or inadequate;
3. protect privacy and dignity;
4. promote respect between the care worker and the participant.

Without limiting the extent of the code of conduct in any way, such protection must be observed in relation to some of the more common activities associated with domiciliary care, such as: -

1. Dressing and undressing;
2. Bathing, washing, shaving and oral hygiene;
3. Toilets and continence requirements;
4. Medication requirements and other health related activities;
5. Manual handling;
6. Eating and meals;
7. Handling personal possessions and documents;
8. Entering the home, room, bathroom or toilet.

In each case:

1. The support worker must be made aware of the nature of the support needs;
2. The views of the participant on support and assistance will take precedence, unless otherwise explicitly stated in the Person Centered Plan or concerns arise in relation to health and safety;
3. The participant will have an individual support plan drawn up with details of the personal care needs and how these are to be addressed;
4. If appropriate, written instructions from a professional person as to the nature of the care required may be obtained;
5. When accompanying a participant to the toilet, assisting with bathing, dressing or other intimate tasks, support staff must endeavor to maintain a participant's dignity and privacy, only undertaking those tasks that the participant is clearly unable to do.

Participant/Guardian Initials: _____

Date: _____

Safe Working Practices

The Agency has an overriding responsibility for safeguarding the health and safety of all of its workers while at work. However, in the field of residential habilitation, the participant's home is the support workers "workplace", for much of the time. In general, the Agency is responsible for giving adequate training and information to its workers and for developing safe working procedures in relation to the work to be performed. Much of the training and many of the procedures will be applicable across all the home care work of an organization but the variability of participants' homes means that very individual risks and procedures may also have to apply in each one.

The participant will generally be responsible for the condition of the residence itself (as it is his/her home) and for cooperating with the agency in delivering/receiving needed services.

Participant/Guardian Initials: _____

Date: _____

The Service We Offer

1. Our service is specially devised to make people more independent in the most expeditious way possible.
2. If you need it we will help you to keep track of your money, plan what to eat, go shopping and cook your meals. Also we will help you to keep yourself clean and healthy.
3. We will help pick the people who work with you carefully and teach them how best to work with you.
4. The people who work with you will listen closely to what you want, but will hold you accountable for completing skills/tasks.
5. We will promote independence by planning, developing, agreeing to, and implementing skills you can cultivate or obtain with training.
6. We do this by trying to work in a special way resulting in a partnership.

Participant/Guardian Initials: _____

Date: _____

What is Partnership?

1. Working in Partnership means we will always listen to you, we will always tell you the truth and we will always treat you with respect.
2. Working in Partnership means you should listen to us, tell us the truth, participate in service delivery, and always treat us with respect.

Participant/Guardian Initials: _____

Date: _____

About Where You Live

1. If you are not living at home with your parents, or relatives and you move into your own home, you will need to sign an agreement with a Landlord (The person who owns the flat/house).
2. The agreement is that you will pay him money, called rent, to live there and agree to respect your neighbors; in return you will get a safe, pleasant place to live.
3. If you do not pay the rent or do not respect your neighbors then he can ask you to leave.

Participant/Guardian Initials: _____

Date: _____

Agreement:

1. The agency and the participant agree that the reason for working with the agency is to maintain health and safety and to help participants learn to increase their personal development and to be accountable in taking care of their personal responsibilities. Functional skills are necessary to live as independently as possible in the community.
2. The agency and the participant agree that the agency will, in addition to arranging for basic needs, develop and implement a plan designed to train and develop appropriate skills and behavior. Additionally, the agency and the participant agree that success for supporting the participant in his/her own residence is the joint responsibility of the agency and participant.
3. The agency and the participant agree that receiving services from the agency depends on the participant's willingness to participate in services on a daily basis.
4. The agency and the participant agree that supervision is required of participants unless contraindicated in writing in the plan of service or by the Department. The agency and the participant agree that 15 minute checks will occur to assure participants' health and safety. The

agency and the participant agree that participant choice must be encouraged, but jeopardizing health, safety, or compliance is not acceptable as a condition of continued services. Accordingly, all activities and formal skills training are regularly scheduled and trained daily to promote independence, facilitate integration, and reduce risks.

5. The agency and the participant agree that it may be appropriate to place cameras in the participants' homes, take photographs, and record audio/video to assure staff training is consistent and to assure safety. The agency and the participant agree that written informed consent will be obtained prior to initiating any of aforementioned procedures.
6. The agency and the participant agree that participants will likely share their residences with housemates. Accordingly, the agency and the participant agree that house guidelines and rules will be developed by the participants and the agency to ensure mutual respect, establish boundaries, implement healthy routines, and promote independence.
7. The agency and the participant agree services include participating in all scheduled activities to increase independence as a condition of the continuation of services. The agency and the participant agree that participating in all planned routines are central to successful service provision.
8. The agency and the participant agree that strict and unconditional adherence to all state regulations and laws takes precedence in all matters pertaining to service provision. The agency and the participant agree to continuously evaluate the services the participant receives in order to assure compliance, yet accommodate the participant.
9. The agency and the participant agree that residential habilitation services are delivered in a highly specialized manner to promote optimal independence in the quickest way possible. If the residential habilitation services delivered by the agency do not coincide with the participants' values and/or preferences, transition procedures will be initiated at the request of the participant.
10. The agency and the participant agree that participants are not entitled to do what they want, when they want irrespective of the consequences and the affects on others. It is a privilege to receive services from the agency. Greater independence will be achieved through active participation. Nevertheless, disregard for IDAPA Code, health, safety, and other people will not be tolerated.

Participant/Guardian Initials: _____

Date: _____

This Agreement constitutes the entire agreement between the parties.

"Participant"

By: _____

Date: _____

"Guardian"

By: _____

Date: _____

"Agency"

By: _____

Date: _____

VERIFICATION OF CHOICE IN ROOMMATE AND PARTICIPANT CONTROL/OWNERSHIP
(16.03.10.310-.318, 16.04.17.300.09.f)

By signing this form, I acknowledge that I have had choice in the selection of my roommate pursuant to 16.01.10.314.02.b and 16.04.17.300.09.f. I also verify that the agency does not own or control my residence that makes this verification necessary. I sign and verify my choice in roommate simply as confirmation of the exercise of HCBS residential habilitation rights.

Participant Name: _____

Roommate Name: _____

Date of Selection: _____

Address of Residence: _____

I confirm my residence is not agency owned or controlled.

I confirm I chose my roommate.

Agency Representative: _____

Participant Signature: _____

Guardian Signature: _____

Proof of ISP in Participant Residence
(16.03.10.704.02.b)

By signing this form I acknowledge that I have received an authorized copy of my plan of service and it is, or was, in my residence. The agency is not responsible for maintaining it in my residence upon my receipt of the plan of service. This was done pursuant to relevant language in IDAPA Code.

Participant Name: _____

Date of Plan: _____

Agency Representative : _____

Roots Support Services, LLC
1218 W. O'Farrell St.
Boise, ID 83709
(208) 703-5184



Residential Habilitation
Services
Promoting Healing
And Growth

Roots Support Services, LLC

Welcome to the Residential Habilitation Care Team!

Teamwork makes the dream work. We **enjoy** working with guardians and natural supports! The client has chosen you to encourage them in their **habilitation journey**.

As Roots Residential Habilitation Care Team, we **support** our clients in practicing **emotional intelligence**, **collaborative problem-solving**, and **personal responsibility**. Roots believes that feeling negative emotions, facing difficult consequences as results from choices, and learning to move through frustration are integral in personal development. We **advocate** for our client's rights to experience the world with **choice** intact. Roots believes that problem-solving as a team can bring **valuable learning opportunities** to all involved.

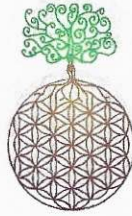
ROOTS' RESPONSIBILITY

It is our responsibility to **support** clients in, creative and constructive **problem-solving**, thinking through **consequences**, **making plans** to avoid impulsive decisions, **expressing** negative emotions appropriately, and finding **resources** that will help navigate personal challenges.

Roots will hold meetings with our client's care team to **address patterns of maladaptive behavior**. Common maladaptive behaviors are lying, manipulation, triangulation, drug-seeking, impulsive spending, impulsive eating, explosive episodes, isolating, and blaming. Roots maintains that these behaviors can be **addressed positively** by **effective communication** between guardians, natural supports, Roots admin team, and trained supportive care staff which results in a **common goal** and a **clear plan**.

We **listen**, ask honest and thoughtful questions, **share observations**, **model** problem-solving skills, and **honor the desires of how the participant wants to approach the problem or behavior**. We understand that **behavior is communication** and informs us of adjustments we may need to make in the program. Human behavior is **complex** and varies for many reasons. We respect the client's right to struggle and learn with **support, empathy, and guidance**. We do not use **punishments or bribes to persuade behavior**.

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Residential Habilitation
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And Growth

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CLIENT RESPONSIBILITY

Each client has responsibilities in their habilitative process. A key component in that process is that you **take accountability** for your **behaviors, choices, and actions**. We ask you to be **truthful**, to think of **solutions**, and be willing to try again. With practice, we all improve and handle challenges **better** in the future. And your abilities to **problem-solve** will improve as a result of **effective teamwork**. Remember your rights. Remember your responsibilities. We are working **with you** for your **SUCCESS**.

GUARDIANS AND NATURAL SUPPORTS' RESPONSIBILITY

Often it is **difficult** to watch family members and/or those we are responsible for demonstrate maladaptive or risky behaviors. A common response is to find **someone to blame**. **We are here for you**, and we ask you to approach us as **team members**. We expect you to be ready to **find solutions** and **make a plan** together with Roots to address the issue moving forward. We ask you to support Roots in **problem-solving** in place of blaming or accusing. We ask for your **collaborative efforts** and **sincere questions and conversations**. We ask you to **learn and understand client rights** and Roots' role in Habilitative services.

***If you engage in disrespectful communications, participate in the harassment of Roots' employees, or communicate with directives and ultimatums, we will take a firm stance in limiting your role on the care team.**

***If the client is a self-guardian, please keep the following in mind:**

Ultimately, we cannot be restrictive. We can teach, encourage, and keep up on appointments with professionals that help with mental health and decision-making skills. We can make agreements and lay out expectations, however, if the client wants to make a choice (i.e., make a purchase, sign out of services, eat unhealthy, smoke, isolate in your room) we cannot force the client to do otherwise.

We work for the client to make goals, support values, and help you experience the world on your own terms. If our client's goals, values, and experiences do not match guardians and/or natural supports' expectations, we can listen and facilitate meetings if the client agrees to meet. We cannot force or manipulate the client to live a life in accordance to someone else's expectations or values.

Client Signature

Date

Guardian/Natural Support Signature

Date