

Individual Living

A. Visitation Policy

Family members and other visitors are encouraged at all Friendship Community programs. It is recommended that visitors be made aware of standard expectations and courtesies related to program visits:

- i. All visitors are encouraged to communicate their intent to visit in advance to ensure the Individual's availability and desire to receive visitors.
- ii. All family members and visitors shall be strongly encouraged to promote Friendship Community's Mission, Vision and Values while on the premises.
- iii. Natural supports identified by the Individual's Support Team who may be responsible for an Individual's care at any time, rather than in the care of a family member or Team Member, shall be identified as such within the Individual's Support Plan. It is advisable that an employee or previous employee of Friendship Community who desires to become an Individual's natural support pursues a Support Team meeting to ensure that all potential conflicts of interest are addressed. Furthermore, it is advisable that a current Team Member who is identified as an Individual's natural support not be permitted to work directly with said Individual as an employee of Friendship Community.
- iv. If it is determined by the Individual's Support Team that visitation by certain person(s) may be detrimental to the Individual of the Individual's housemates, then such visits may require further consultation and planning with the Individual's Support Team or other advocate in advance of the visitation.
- v. Team Members shall uphold decisions made by the Individual and their Support Team.
- vi. Exceptions to the above may occur, as determined by Friendship Community and its overseeing entities, in extenuating circumstances (i.e. related to a pandemic or other risks that supersede current visitation policy parameters). Exceptions shall be communicated to each Individual and applicable Support Team members, including a tentative plan for resumption of standard visitation practices, as applicable.

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B. Individual Orientation

- a. It is the intent of Friendship Community that prospective Individuals in a Friendship Community program understand what they shall expect from the organization and its Teams.
- b. Prospective Individuals shall be made aware of expectations prior to the Individual's admission, as well as on the day of admission.
 - i. On the day of admission to a program, the Individual shall be informed of, at a minimum:
 1. Individual Rights
 2. Civil Rights Compliance
 3. Privacy Practices
 4. Grievance Procedures
 5. Voluntary Admission
 - ii. Individuals and/or their personal representative shall sign forms to confirm receipt and consent to each of these standards. For an Individual who has been adjudicated incapacitated, the signature of their designated decision maker(s) is necessary and legal documentation of such shall be maintained in the Individual's file.
 - iii. A copy of all signed documents shall be maintained in the Individual's permanent record, and a copy shall be provided to the Individual and their designated decision maker(s) or others as designated on signed authorizations for release of information, as applicable.
 - iv. A newly admitted Individual shall receive a general orientation to the physical site location, emergency evacuation procedures, and Team Members within the program.
 - v. An Individual shall expect to be promptly notified of any changes in his/her rights, responsibilities, fees and/or services provided by Friendship Community.

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C. Personal Possessions

- a. Individuals shall be afforded the opportunity to obtain and maintain personal possessions. A record shall be kept of all possessions on behalf of each Individual.
- b. Individuals, residing in a Residential Program, shall be provided with bedroom space, bedroom furniture and storage space for a reasonable quantity of personal belongings, as per applicable regulatory guidelines.
- c. Items that have the potential to cause personal harm to self or others (i.e. firearms) are prohibited within an Individual's program unless appropriately stored and maintained per regulatory guidelines.
- d. Personal medications may be kept within an Individual's bedroom provided that they have been deemed as self-medicating by the Support Team and maintain adherence with Friendship Community's Medication Administration policies and procedures, including proper storage of medication.
- e. An Individual's personal possessions are not community possessions. Therefore, others must gain permission from the Individual to use any of his/her belongings. The appropriate form may be initiated to share Individual's belongings in the common area of a program, per the request of the Individual who owns the item(s). Other mutual agreements for shared property or responsibility for care of shared property, shall be approved and documented by the Individual's Support Team.
- f. If confirmed by Friendship Community, Department and/or Department Designee in review of the circumstances where an Individual's personal property may have been lost or damaged while in the care of Friendship Community, Friendship Community shall either replace the Individual's personal property or pay the Individual at the replacement value for the lost or damaged item.
- g. Individuals attending Friendship Community Day Services programs, keeping items within the program, shall have those items inventoried to ensure appropriate protections of Individual's property are maintained.

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D. Personal Mail

- a. Every Individual has the right to send, receive and read their personal mail.
- b. Team Members may provide assistance with the Individual's and/or designated decision maker's permission, to help send and/or read an Individual's mail.
- c. If Friendship Community is responsible for the Individual's medical and/or financial matters, mail pertaining to such information may be sent to Friendship Community's corporate office for efficient processing on behalf of the Individual per contractual agreements. All mail received on behalf of Individuals shall be retained in the Individual's file and shall be made available for the Individual's review upon request.

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E. Individual Clothing/Personal Items

- a. Team Members shall provide each Individual with appropriate support to purchase and maintain an adequate supply of weather-appropriate clothing based on the Individual's needs, preferences, and available funds.
- b. If Friendship Community is the Individual's representative payee and the Individual's family chooses to assist, with the Individual's consent, in clothing purchases with the Individual's funds, the family shall be notified that receipts for purchases must be provided for documentation purposes.
- c. Friendship Community shall make reasonable efforts to provide storage space for personal belongings which is accessible to the Individual.
- d. If an Individual's personal items infringe on other Individuals' personal space, they may be asked to keep some items at their family home, at an off-site storage location at their own expense, or consider other reasonable alternatives. Individuals may also be requested to consider discarding existing items to make room for new items, as appropriate.

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F. Inventory of Individual's Clothing and Personal Items

- a. Upon admission, all clothing and other personal items shall be documented on personal inventory records, per Individual. All additions and deletions to the inventory record shall be made, with consent of the Individual, by the designated Team Member(s) as the items are received within the home or discarded. Inventory of personal items is maintained on behalf of each Individual with routine Program Manager or designee oversight.
- b. Items may be discreetly labeled with the Individual's initials to prevent comingling of Individual's items.
- c. If rewriting the inventory records is deemed necessary at any time, the original addition and deletion dates shall be maintained and accurately portrayed on the Individual's inventory.
- d. If items are discarded by an Individual without Team Member knowledge, this shall be marked as such on inventory document and noted in the Individual's record as soon as discovered by Team Members or reported by others.
- e. Any item discarded needs to be upon agreement of the Individual, unless discarding the item is necessary to remove imminent risk to the Individual's health or safety and is agreed upon by the Individual's Support Team. Individuals must have advanced knowledge of any changes made to their personal inventory. Any item of \$50 or greater value shall have the Donation/Discard Form completed and kept on file, and must be signed by the Individual and/or Individual's legal guardian prior to discarding or donating the item.
- f. Under no circumstances may a Friendship Community employee accept a donation of personal belongings from an Individual, even if consent is obtained from the Support Team.
- g. Items valued at \$50 or more and those of heightened sentimental value (i.e. family heirlooms) shall be noted as such and it is advisable that pictures of these items be kept in the Individual's record.
- h. Friendship Community Team Members shall comply with all applicable regulations related to the storage and care of Individual's personal possessions. Concerns related to management of an Individual's personal property may require further exploration and actions, per Incident Management guidelines.

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G. Individual Bedrooms: Furniture and Bedding

- a. Friendship Community has program sites that are dedicated to providing services to Individuals who are non-ambulatory. These programs have areas with adequate space for wheelchairs and other adaptive equipment. Priority in space arrangement within each program shall accommodate the use of wheelchairs and other adaptive equipment.
- b. Bedrooms and program areas shall be in adherence with all applicable physical site and programming regulatory guidelines.
- c. Each Individual served within a Residential Program shall possess a bed of proper size and height and shall have a clean, structurally sound mattress.
- d. Each Individual shall have bedding appropriate to the weather. In addition, an additional set of linens shall be available for the Individual's use. Bed bug and allergen protective covers are required to be maintained at all times. Additional bedding and/or other furnishings desired by an Individual shall be purchased with their own funds.
- e. Each Individual shall have a hamper or other container in which to place dirty laundry, with a separate 'clean' basket used to prevent contamination following laundering. The dirty laundry basket shall be wiped with a disinfectant wipe as it is emptied.

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H. Use of Lifts and Transfers

a. Proper Lifting and Transferring

- i. Each Individual's specific needs related to lifting and/or transferring assistance required by a Team Member shall be documented in their record and acknowledged by each Team Member prior to providing any lifting or transferring support.
- ii. Any change in an Individual's status or needs related to lifting and/or transferring support shall be immediately communicated to the Team and reflected in the Individual's record, based on a physician or licensed therapist recommendations, with additional training prior to implementing changes.
- iii. All Team Members shall be required to utilize professionally recommended lifting and transferring equipment as outlined in each Individual's record. The only exception shall be related to emergency procedures where a 1 or 2- person lift is necessary and shall be performed as per specific training received by those Team Members performing manual lifting. Failure to adhere to these safety guidelines may result in disciplinary action due to the risks associated with improper lifting and/or transferring.
- iv. Individual or Team Member concerns regarding lifting and/or transferring practices shall be immediately reported to Leadership and shall be addressed accordingly with provision for ongoing health and safety on behalf of Individuals and Team Members.

b. Training

- i. Each program utilizing a manual or mechanical lift shall conduct training with all Team Members (TM) utilizing the FC General Lifting Training Checklist. The training will occur on this schedule:
 1. During initial orientation prior to TM using the lift. This will be documented on the Program Training Checklist and General Lifting Training Checklist.
 2. Twice annually at a Team Meeting. This will be documented via attendance acknowledgement for each training session.
 3. Alternatively, all TMs may satisfy this requirement by completing the online "Lifting and Transferring" training course to renew their certification. TMs will document their completion of the course by printing their course verification page and submitting it to their supervisor.
- ii. Individual specific training on the use of lifts shall be conducted for each TM utilizing an Individual Specific Lift Training Checklist. Individual specific emergency and emergency transferring training shall be conducted for each TM utilizing the Individual Specific Emergency and Emergency Transferring Checklist. These trainings will occur on this schedule:
 1. During initial orientation prior to TM using the lift. This will be documented on the Individual Specific Lift Training Checklist and

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- the Individual Specific Emergency and Emergency Transferring Checklist.
2. Twice annually at a Team Meeting. This will be documented via an attendance acknowledgement document for each training session.
 3. Alternatively, all TMs may satisfy this requirement by completing the online "Lifting and Transferring" training course to renew their certification. TMs will document their completion of the course by printing their course verification page and submitting it to their supervisor.
 4. As Individual's needs change, additional training will occur at a scheduled or unscheduled required Team Meeting. This will be documented via an attendance acknowledgement document for each training session.
- iii. Vehicle Lift Training will occur routinely and will include wheelchair positioning. This training will utilize the Vehicle Lift Training Protocol and occur on this schedule:
1. During initial orientation prior to TM using the lift. This will be documented on the Vehicle Lift Training Checklist.
 2. Twice annually at a Team Meeting. This will be documented via an attendance document at the training.
- c. Lift Equipment Maintenance
- i. Manual and Mechanical Lifts shall be checked routinely for 'wear and tear' and general safe operating conditions. They will be assessed using the Lift Equipment Safety Checklist. The training will occur on this schedule:
 1. Monthly the Program Manager or designee will complete the Lift Equipment Safety Checklist for each lift in use at a site.
 2. Annually a trained technician shall complete and annual inspection of each lift in use at each site.
 - ii. If/when a TM has a concern about any Lift, the concern should be reported to the Supervisor immediately. Any TM has authority to 'pull' a lift from operation pending the inspection, if deemed necessary for safety reasons. When this occurs, the lift may be put into operation again only after approval of manufacturer approved technician, a FC Maintenance TM, or the Program Manager (or Acting Program Manager) who consults with manufacturer approved technician or a FC Maintenance TM.

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I. Heating and Ventilation

- a. Each Individual's bedroom shall have at least one window and direct outside ventilation by means of that window, an air conditioner, a fan, or other mechanical ventilation.
- b. Each program shall maintain temperature and humidity within a normal comfort range by heating, air conditioning, or other means. The thermostat shall be set to a comfortable temperature between 68 and 74 degrees for heating and cooling, where a cooling system is available. Temperatures for awake and sleep hours shall be maintained according to applicable regulatory guidelines.
- c. No program locations may use a heating apparatus deemed as a potential safety hazard to the Individuals, including:
 - i. Space heaters of any type, with the exception of fixed space heater only if they are permanently mounted and installed with permanent connectors by a trained professional.
 - ii. Hot water pipes, fixed space heaters, and other sources of heat exceeding 120 degrees Fahrenheit which are accessible to Individuals, unless equipped with protective guards or insulated to prevent Individuals from coming into direct contact with the heat source.
 - iii. Fireplaces, unless securely screened or equipped with protective guards while in use and properly maintained and inspected.

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J. Team Member-Individual Interactions

The purpose of Individual programming and supports is to promote the growth, development and independence of each Individual in accordance with ODP's 'Everyday Lives' values.

- i. Each Individual shall be encouraged to make decisions as part of their routine living experience.
- ii. Choices shall be presented in a way that is meaningful according to their own self- management skills.
- iii. An alternative shall be provided for Individuals who do not choose a planned activity.
- iv. Team Members shall use positive approaches that build on Individual skills and interest areas.
- v. Team Members shall encourage Individuals to demonstrate appropriate social skills.
- vi. Group conflict issues may be reviewed in Individual and Team Member Program Meetings or by other appropriate means, in accordance with regulatory guidelines.

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K. Sexuality Policy

a. Purpose

This policy has been established so that Individuals shall receive consistent guidance on matters of sexuality that is positive, helpful, encouraging, and confidential.

b. Philosophy

Friendship Community recognizes that all people are created with the need for intimacy. Friendship Community affirms that intimacy and sexuality are basic human needs to be expressed in an appropriate manner. Friendship Community believes that having an intellectual disability does not preclude having the same sexual drives and desires as those persons who are not intellectually disabled. Friendship Community recognizes that many people with intellectual disabilities have difficulty understanding and expressing their sexual drives and desires. Friendship Community shall address this topic through programming, and education emphasizing health and safety guidelines and promotion of fundamental principles of Christian faith. Friendship Community shall inform Individuals upon admission of this approach. Individuals shall also be informed if there are any changes to this approach.

c. Sexuality and the Law

We view our responsibility at Friendship Community to educate and inform the Individuals concerning consequences regarding illegal sexual behavior. Friendship Community shall work to safeguard and protect the rights of the Individuals should this type of situation arise, in accordance with applicable regulatory guidelines and laws.

d. Policy and Procedure

i. Friendship Community's stance on various issues is discussed below.

1. Intimacy:

- a. Friendship Community promotes intimacy by providing structure for relationships to be developed and maintained. Individuals are encouraged to participate in a variety of relationships, including those with Team Members, family, peers, God, and the community.

2. Dating and Marriage:

- a. Friendship Community affirms the right of adults with intellectual disabilities to choose their friends, and encourages them to develop healthy, wholesome, sexual relationships. Friendship Community recognizes the right of all people to marry and shall provide access to appropriate counseling and education for those who state their desire to be married.

3. Pornography:

- a. It is Friendship Community's position that pornography is offensive and may have an adverse effect on those who

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view it. Based on Friendship Community's faith-based principles, pornography is highly discouraged.

- b. The Team Leader or other trained professional shall discuss with the Individuals of their programs, on a one on one basis, material that is offensive, as necessary.

4. Appropriate Touch:

- a. Appropriate touch is defined as being mutually consenting and accurately reflects the nature of relationships. Appropriate touch conforms to principles of healthy living and laws in respect to location.
- b. Inappropriate touch is not acceptable. Unsolicited touch is always inappropriate and may result in legal consequences.
- c. Team Member to Individual Interactions
 - i. It is expected that Team Members and Individuals interact in a friendly, professional manner. Romantic relationships between Team Members and Individuals are strictly prohibited. Any suspected romantic advances from a Team Member to an Individual shall be classified as an allegation of sexual abuse. Confirmed cases of sexual abuse shall result in immediate dismissal of the employee(s) and may include criminal investigation.
 - ii. Appropriate Team Member interaction/touching consists of handshakes, pats on the back, and side-to-side "buddy hugs" that are not received as sexually arousing by the Individual and are solicited by the Individual, occurring at appropriate times and locations (i.e. in the common area).
- d. Individual to Individual
 - i. Individuals are encouraged to develop healthy, wholesome sexual relationships (see Philosophy section). An Individual's Support Team provide educational opportunities and support for consenting Individuals, as necessary.
- e. Individual to Guest
 - i. Individuals are encouraged to greet visitors to their homes with handshakes, as desired by the Individual and visitor(s). Exceptions to this would be family and close friends who may be greeted in a manner appropriate to that relationship and situation. Visitation requests that exceed these guidelines shall be discussed with the Leadership Team in an effort to solicit solutions that meet the needs of all involved parties in a healthy and safe

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manner, in accordance with all applicable regulatory standards.

f. Individual to Self

i. Friendship Community recognizes the freedom of Individuals to masturbate:

1. In the privacy of the bedroom or bathroom and

2. If no other person is present

ii. Friendship Community recognizes all public masturbation is prohibited and may result in legal action (see Sexuality and the Law). Friendship Community shall not teach Individuals how to masturbate, but shall provide access to appropriate services if education is desired and/or recommended by a trained professional.

e. Training and Discipline

i. Team Member Training:

1. Team Leaders shall inform Team Members of Friendship Community's Sexuality approaches and philosophies with the following understandings:

a. Adherence is required by all Team Members.

b. Team Members are to act appropriately, responsibly and sensitively in addressing issues as they arise, including upholding confidentiality regarding sensitive and/or classified information.

c. Team Members are responsible to direct any concerns or questions to their supervisor.

d. For issues that may threaten health or endanger others, such as abuse, inappropriate touch, excessive masturbation, exhibitionism, etc., the Team Leader shall call the Individual's Support Team together and if necessary, involve a trained therapist and develop a treatment plan.

e. Team Members shall refer to the Team Leader for guidance in supporting Individuals who are interested or who pursue an exclusive dating relationship.

f. Team Members are responsible to provide training in accordance with the Individual's needs and carry out the treatment plan, as determined by the Individual's Support Team and therapist, as applicable.

2. If the policy is violated:

a. Individuals shall be approached in an atmosphere of respect and encouragement.

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- b. A treatment plan shall be developed in consultation with the Individual's Support Team, a therapist and other trained professionals, as applicable.
 - c. Should potential endangerment to self or others continue, Individuals may be asked to leave the program (see Sexuality and the Law).
- f. Suspected Abuse
- i. Sexual abuse is defined by the Older Adult Protective Services Act (OAPSA) as follows:
 - 1. Sexual abuse means intentionally, knowingly, or recklessly causing or attempting to cause rape, involuntary deviate sexual intercourse, sexual assault, statutory sexual assault, aggravated indecent assault, indecent assault, or incest.
 - 2. While OAPSA is specific to acts perpetrated by caregivers, regulatory chapters 2380, 6400, 6500, and hold Individuals who sexually abuse other Individuals responsible for their actions and require immediate implementation of measures to prevent further abuse. Refer to policies on Incident Management for further information.

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L. Back Up Plan for ISP Delivery

- a. This plan is designed to ensure proper and consistent delivery of Home and Community Based Services (HCBS).
 - i. The ISP shall be implemented under the supervision and direction of the Program Manager, and under the advisement of the Program Specialist.
 - ii. In the event that there is a change in staffing patterns or other circumstances related to consistent staffing, it shall be the responsibility of the Program Manager or Acting Program Leader (i.e. Program Manager's immediate supervisor or other designee) to ensure that incoming Team Members are aware of and trained in the HCBS that is required.
 - iii. Failure to implement the HCBS as described in the ISP may result in an Incident Report of Neglect.

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M. Behavior Support Plan

- a. It is the primary intent of a Behavior Support Plan to assist each Individual in learning coping skills, self-monitoring techniques, and self-control, as well as to teach Team Members to recognize that behavior is primarily a form of communication.
- b. It is essential to educate Team Members to create a safe and supportive person-centered environment that provides Individuals with choices in matters that affect everyday lives. Positive Approaches that include prevention and early intervention are critical parts of any plan to support an Individual. Observation skills and a firm understanding in Positive Approaches are essential skills for each employee in implementing Behavioral Support Plans. An understanding of each Individual's personal history of trauma and abuse is critical for implementing positive approaches.
- c. The Behavior Support Plan shall be developed and revised by the Behavior Support Consultant with input of the Individual, Program Coordinator, Program Manager, professional consultant, the Individual's Team Members and/or the Individual's Support Team, as appropriate.
- d. The Behavior Support Plan shall be reviewed, approved, signed and dated per applicable regulatory guidelines.
- e. The Behavior Support Plan shall be reviewed on a regular basis by the Individual's Support Team and revised, as necessary and per applicable regulatory guidelines.
- f. The Behavior Support Plan shall be implemented as written, and be included in the Individual's Individual Support Plan.

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N. Abuse and Neglect of Individuals

- a. The purpose of this policy is to define abuse and neglect, its consequences and reporting requirements.
- b. Abuse and neglect are defined by several regulatory chapters and laws. Pennsylvania Office of Developmental Programming (ODP) bulletin #6000-04-01, "Incident Management" provides the following definitions:
 - i. Abuse: The allegation or actual occurrence of the infliction of injury, unreasonable confinement, intimidation, punishment, mental anguish, sexual abuse or exploitation. Abuse is defined from the victim's perspective, not that of the person committing the abuse.
 1. Physical abuse: An intentional physical act by Team Members or other person which causes or may cause physical injury to an Individual, such as striking or kicking, applying noxious or potentially harmful substances or conditions to an Individual.
 2. Psychological abuse: An act, other than verbal, which may inflict emotional harm, invoke fear or humiliate, intimidate, degrade or demean an Individual.
 3. Sexual abuse: An act or attempted act such as rape, incest, sexual molestation, sexual exploitation or sexual harassment and inappropriate or unwanted touching of an Individual by another. Any sexual contact between a Team Member and an Individual is abuse.
 4. Verbal abuse: Verbalizations that inflicts or may inflict emotional harm, invoke fear or humiliate, intimidate, degrade or demean an Individual.
 5. Improper or unauthorized use of restraint: A restraint not approved in the Individual support plan or one that is not a part of an agency's emergency restraint procedure is considered unauthorized. A restraint that is intentionally applied incorrectly is considered an improper use of restraint.
 - ii. Individual to Individual Abuse: An interaction between one Individual receiving services and another Individual receiving services resulting in an allegation or actual occurrence of the infliction of injury, unreasonable confinement, intimidation, punishment, mental anguish, sexual abuse or exploitation. Individual to Individual abuse is defined from the victim's perspective, not the person committing the abuse.
 1. Physical Abuse: An intentional physical act that causes or may cause physical injury to an Individual, such as striking or kicking, applying noxious or potentially harmful substances or conditions to an Individual.
 2. Psychological Abuse: An act, other than verbal, which may inflict emotional harm, invoke fear or humiliate, intimidate, degrade or demean an Individual.
 3. Sexual abuse: An act or attempted act such as rape, incest, sexual molestation, sexual exploitation or sexual harassment and inappropriate or unwanted touching of an Individual by another.

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Nonconsensual sex between Individuals receiving services is abuse.

4. Verbal Abuse: Verbalizations that inflicts or may inflict emotional harm, invoke fear or humiliate, intimidate, degrade or demean an Individual.
- iii. Neglect: The failure to obtain or provide the needed services and supports defined as necessary or otherwise required by law or regulation. This includes the failure to provide needed care such as shelter, food, clothing, personal hygiene, medical care, protection from health and safety hazards, attention and supervision, including leaving Individuals unattended and other basic treatment and necessities needed for development of physical, intellectual and emotional capacity and well-being. This includes acts that are intentional or unintentional regardless of the obvious occurrence of harm.

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O. The Neglect of Care Dependent Persons Act

- a. This Act applies to all services and supports offered by Friendship Community. The Act provides criminal penalties for severe instances of neglect.
- b. Neglect is defined as the intentional, knowing or reckless causing of bodily injury or serious bodily injury by failing to provide treatment, care, goods or services necessary to preserve the health, safety or welfare of a care-dependent person.
- c. The Pennsylvania Crimes Code defines bodily injury as “impairment of physical condition or substantial pain.” Serious bodily injury is defined as “bodily injury which creates a substantial risk of death or which causes serious, permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.”
- d. The Act further prohibits the intentional or knowing use on a care-dependent person of physical restraint, chemical restraint or medication or isolation of a care- dependent person contrary to law or regulation resulting in bodily injury or serious bodily injury.
- e. Pre-Employment Screening
 - i. Friendship Community’s commitment to protecting Individuals from abuse and neglect begins with the employment application process. All applicants for employment must undergo a PA State Police criminal history report.
 - ii. If the applicant is not a resident of Pennsylvania, and has not been a resident of Pennsylvania for the two years immediately preceding the employment application, a report of Federal criminal history record information must be obtained from the Federal Bureau of Investigation (FBI). The FBI report is in addition to the report from the Pennsylvania State Police.
 - iii. If as a result of the criminal history record checks certain criminal convictions are found, employment at Friendship Community is forbidden. The specific convictions which forbid employment are attached to this policy.
- f. Reporting Requirements
 - i. Reporting suspected abuse and/or neglect is mandatory. Immediate reporting ensures the well-being of those supported and promotes an objective investigative process. Failure to report in a timely fashion may result in disciplinary action.
 - ii. The Neglect of Care Dependent Persons Act provides administrative and criminal penalties for any administrator who intentionally or willfully fails to comply or obstructs compliance with the provisions of the Act, or who intimidates or commits a retaliatory act against an employee who complies in good faith with the provisions of the Act.
 - iii. See Incident Management section of the Policy and Procedure Manual for information related to reporting requirements.
- g. Investigation
 - i. See Incident Management section of the Policy and Procedure Manual for information related to investigative requirements.

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h. Preventive Actions

- i. When there is an allegation of abuse and/or neglect, Team Members shall immediately attend to the physical and emotional needs of the victim. This may include, but is not limited to, assuring the immediate safety of the victim, obtaining medical treatment if indicated, and arranging for the safety of other Individuals who may be in the same setting.
- ii. When an allegation of abuse is made, Friendship Community shall immediately implement a plan of supervision or, where appropriate, administrative leave of the alleged target. The plan of supervision is subject to approval by overseeing entities where the alleged abuse occurred. ICF/ID regulations require that the target of any abuse investigation be suspended pending the outcome of the investigation.
- iii. If criminal charges are filed against a Team Member, that Team Member shall immediately be denied any and all contact with Individuals served by Friendship Community.
- iv. In applicable situations, other Team Members in the program shall be notified by the CEO or designee that an allegation of abuse has been made. Instructions about refraining from discussion of the case with anyone other than a member of the investigative or Leadership Team shall be provided to all Team Members, as applicable.

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P. Complaint Procedure for Individuals and Designated Representatives

- a. Friendship Community strives to encourage the active involvement of Individuals and persons designated by the individual. It is recognized that there may be instances where disagreements arise between Friendship Community Individuals, family members and/or designated representative concerning what is best about a service that are submitted by or on behalf of an Individuals. The following address such complaints.
 - i. The provider shall inform the individuals and person designated by the individual, upon initial entry in to the providers program and annually thereafter of the right to file a complaint and the procedure for filing a complaint.
 - ii. The provider shall permit and respond to an oral or written complaint for any source, including an anonymous source, regarding the delivery of a service.
 - iii. The provider shall assure that there is no retaliation or threat of intimidation relating to the filing or investigation of a complaint.
 - iv. If an individual indicates the desire to file a complaint in writing, the provider shall offer and provide assistance to the individual to prepare and submit the written complaint.
 - v. The provider shall document and manage a complaint, including a repeated complaint.
 - vi. The provider shall document the following information for each complaint, including an oral, written or anonymous complaint, submitted by or on behalf of an individual:
 1. The name, position, telephone number, email address and mailing address of the initiator of the complaints, if known.
 2. The date and time the complaint was received
 3. The date of the occurrence, if applicable
 4. The nature of the complaint
 5. The provider's investigation process, findings and actions to resolve the complaint, if applicable
 - vii. The provider shall resolve the complaint and report the findings or resolution to the complainant within 30 days of the date the complaint was submitted unless the provider is unable to resolve the complaint within 30 days due to circumstances beyond the provider's control. In such instances, the provider shall document the basis for not resolving the complaint within 30 days and shall report the complaint findings or resolution within 30 days after the circumstances beyond the providers control no longer exist.

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Q. Individual Pet Policy

- a. Individuals residing in Waiver and ICF programs, who desire to have a pet (approved pets include: cats, small dogs under 20 lbs., fish, and turtles) must be able to complete all of the following prior to obtaining a pet:
 - i. Pay a security deposit for the pet and an additional monthly fee for the pet.
 - ii. Pay for all of the pet's expenses (food, bedding, toys, collars, cleaning supplies, vaccinations, veterinarian bills, pet training, boarding, as needed, registration, etc.) Individuals must have at least \$150 in available funds each month to cover all expenses. Individuals must agree to pay for any damages that the pet may cause to the home (i.e. flooring and furniture) and any injuries to other people.
 - iii. Keep all vaccinations and flea treatments current, per recommendations of veterinary provider.
 - iv. Feed the pet on an appropriate schedule of feedings.
 - v. Demonstrate ability to clean up indoors and outdoors after the pet – including vacuuming floors and upholstery.
 - vi. Have ability to independently walk the pet, if needed.
 - vii. Have ability to or resources to groom the pet, if needed.
 - viii. Individual and housemates are aware of proper pet handling, know how to hold them, interact appropriately with them, and has no history of harming pets. Additionally, allergies of all Individuals and Team Members within the program shall be taken into account in the decision making process regarding pets.
 - ix. Pet must be indoors and kept in proper cage or aquarium. There must be a pet carrier for travel purposes.
- b. In addition, all Individuals living in the home must be free of pet allergies and must agree to the pet living in the home. If any new allergy or health issues arise, the pet will be removed from the home.
- c. Recommendations for pet therapy or other pet services on behalf of Individuals shall be communicated to the Director of Operations to address on a case by case basis, in collaboration with the Support Team and other members of Administration, as appropriate.

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R. Supports to Individuals who are Deaf

- a. It is the intent of Friendship Community to adequately serve all Individuals with supports that allow the Individual to attain their maximum potential of capability. The variety of supports will be dependent upon specific needs. If the provider becomes aware of a need for communication assistance that has not been included in the Individual Support Plan, the provider must contact the Supports Coordinator within ten (10) calendar days from the date the provider becomes aware of the need and must participate as needed to amend the Individual Support Plan. Described is the support that will be given to Individuals who are deaf.
- b. The following may be indicators that an Individual is deaf; however, a formal, written assessment by a trained professional shall definitively indicate whether a hearing deficit exists:
 - i. As a result of a hearing impairment, the person is unable to understand or communicate verbal expressions at a level commensurate with his or her intellectual ability, even when wearing hearing aids; OR
 - ii. As a result of a hearing impairment, his or her primary language is Sign Language.
- c. The following are examples of communication assistance that may be made available based upon the Individual's needs to facilitate communication:
 - i. Access to video phone equipment
 - ii. Assistive Technology, such as adapted telephones similar to videophones, captioned telephones and telecommunication devices for deaf persons (TTYs)
 - iii. Communication Access Realtime Translation (known as CART or Realtime captioning)
 - iv. Video Remote Interpreting
 - v. Closed caption decoders
 - vi. Highly visual communication tools, checklists, schedules and materials
 - vii. Open and closed captioning on TV
 - viii. Team Members or interpreters proficient in Sign Language
 - ix. Sign Language Interpreters (includes but is not limited to: certified interpreters and certified deaf interpreters)
 - x. Transliteration
 - xi. Exchange of written notes
- d. An Individual's need for communication assistance can be determined in various ways which include, but are not limited to:
 - i. Assessment completed by a speech-language pathologist
 - ii. A formal communication assessment selected by ODP
 - iii. A determination to be provided by an Individual Support Plan team of the Individual's need for communication assistance to be provided on an interim basis pending the completion of an assessment.
 - iv. Friendship Community will provide any communication assistance deemed necessary as indicated in the Individual's Support Plan.

Individual Living

- v. Friendship Community will provide any communication assistance deemed necessary for an Individual during the Certified Investigation Process.
- vi. Friendship Community shall comply with all Harry M. Settlement regulatory guidelines for those identified as such in their Individual Support Plan, including adherence to their Communication Assessment Report recommendations.
- e. Lancaster County BH/DS and/or Lebanon County MH/ID/EI are required to pay for necessary communication assistance any time these programs and entities need to communicate with an Individual who is deaf for the following purpose:
 - i. Engaging in any of the activities required through the Mental Health and Intellectual Disabilities Act of 1966. This includes but is not limited to enrolling and determining eligibility for the Individual to receive Intellectual Disability Services through ODP.
 - ii. Providing base funded services.
 - iii. Engaging in any of the activities required by or related to the Administrative Entity Operating Agreement; including when the Administrative Entity delegates or purchases any administrative functions from another entity.
 - iv. Lancaster BH/DS and/or Lebanon County MH/ID/EI may utilize base funds while Administrative Entities may utilize Waiver administration funds to cover communication assistance costs (including cost incurred by Support Coordinators to provide communication assistance). Lancaster BH/DS and/or Lebanon County MH/ID/EI are responsible for ensuring that Friendship Community provides the base funded services that meet applicable ADA requirements for Individuals who are deaf.
- f. When it has been determined or assessed that an Individual needs a Sign Language Interpreter, in general it is not recommended that family members or friends who meet these criteria be utilized to fulfill this need. Family members and friends also have the need to focus on their role as Team Members and informal supports for the Individual. There are some situations, however, when it may be acceptable to use a family member or friend who is a Sign Language Interpreter including when:
 - i. An emergency situation arises where the safety and welfare of the public or the Individual is of paramount importance.
 - ii. Other Sign Language Interpreters have been offered and refused and both parties have agreed to the family member or friends.
 - iii. The family member or friend is rendering a paid waiver service at the time where it is expected that he or she will perform that function as part of the service.
- g. Contact Support Information for Individuals who are deaf:
 - i. If the Individual receives physical or behavioral health services through fee-for-service (ACCESS), the Individual or Friendship Community should send an email to MA-Interpreter@pa.gov, or call the Office of medical Assistance, Bureau of Fee-for-Service Programs at 1-866-872-8969, choose Option #7, and leave a message.

Individual Living

- ii. Intermediate Care Facilities for Individuals with an Intellectual Disability (ICFs/ID) are a Medicaid State Plan service. As such, it is required that communication assistance must be provided for Individuals who need it. If an Individual experiences difficulty in being provided with communication assistance from an ICF/ID, they should contact the Intellectual Disabilities Customer Service Line 1-888-565-9435. Communication assistance can be reimbursed for people receiving ICF/ID services by billing them into the ICF/ID interim per diem rate as a direct or indirect cost.