

# Policy and Procedure Manual

Next Step Strategies  
Developmental Disability Services

February 2023

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## **SECTION I**

# **Next Step Strategies Developmental Disability Services**

### Article 1 DISCLAIMER

1. Next Step Strategies Developmental Disability Services (NSSDDS) retains the right to change any of the provisions in this manual at any time. This manual does not constitute a contract.
2. Although the Agency wishes to help employees when they are experiencing performance problems, the company reserves the right to terminate employees at its discretion.
3. Personnel policies may be amended from time to time. Such amendments are automatically incorporated as conditions of employment for all employees. Each employee will receive notice of amendments as they occur.

### Article 2 ANNUAL PERSONNEL POLICY REVIEW

Personnel Policies shall be reviewed periodically (typically annually, at the January Board Meeting). Approved changes shall be incorporated into the Policy and Procedure Manual. Employees shall be timely notified of approved substantive changes.

### Article 3 BOARD OF DIRECTORS PHILOSOPHY AND MISSION STATEMENT

It is the purpose of Next Step Strategies Developmental Disability Services (NSSDDS) to provide an array of services designed to create appropriate options to individuals with intellectual disabilities/developmental disabilities as defined in OAR CHP.411, Div.323. Within this array, services will be individualized to address the needs of each person receiving services. These services shall include personal support services, respite, social and leisure opportunities and such ancillary and support services as are needed to accomplish the stated goal.

The Mission Statement is: "To find and support next steps in individualized independence."

## Article 4 CURRENT NSSDDS BOARD MEMBERS

The NSSDDS Executive Director is Ann Wilkinson Ph.D. The current Board of Directors includes:

Ann Wilkinson, PhD., President  
Next Step Strategies  
8909 SE Tolbert St.  
Clackamas, OR 97025

Patrice Lester, Vice President  
c/o Next Step Strategies  
8909 SE Tolbert St.  
Clackamas, OR 97015

Becky Wolf, Secretary  
c/o Next Step Strategies  
8909 SE Tolbert St.  
Clackamas, OR 97015

## Article 5 ENTRANCE AND ELIGIBILITY FOR SERVICES

Next Step Strategies Developmental Disability Services (NSSDDS) provides services to individuals with developmental disabilities as defined in OARS Statutes.

1. A developmental disability is defined as a disability which is attributable to intellectual disabilities, cerebral palsy, epilepsy, head injury, or autism, or a learning disability related to a brain dysfunction; or any other mental or physical impairment or combination of mental or physical impairments. The disability must be manifested before the person attains age twenty-two. And it must be deemed likely to continue indefinitely.
  - a. Furthermore, the disability must result in substantial functional limitation in two or more of the following areas of major life activities: Self-care, receptive and expressive language development and use, learning, self-direction, capacity for independent living or economic self-sufficiency, or mobility; and
  - b. Reflects the individual's need for a combination and sequence of special, interdisciplinary, or generic care, habilitation or other services which may be lifelong or of extended duration and are individually planned and coordinated.
2. Funding for these services comes from two sources. Overall, the organization receives funds from Medicaid payments. Additional funds come from donations to the NSSDDS public charity. Since we are a government funded agency, every attempt is made to provide services to citizens of Next Step Strategies Developmental Disability Services area if they meet the eligibility criteria as defined above and funding exists for the service requested. On occasion, an individual's particular needs or desires results in a

referral to an agency better suited to meet those needs and desires.

3. The application process begins with a visit or telephone call to NSSDDS. After an initial discussion, the applicant will be directed to the appropriate program director for further information and guidance, and a visit to access our ability to meet the need is scheduled.
4. In the event that an opening is not available in a particular NSSDDS program or service, the applicant's name shall be placed on a waiting list. The reasons for being placed on a wait list would likely be due to, adequately trained staff, or physical location availability. If the reason for placement on a waiting list is due to lack of adequately trained NSSDDS staff members, the applicant will remain on the waiting list until NSSDDS staff members receive the appropriate training. Finally, if the applicant is placed on a waiting list due to lack of availability of a physical location, the applicant who has been on the waiting list for the longest period of time for this reason will be contacted when an opening is available in the needed location. The waiting lists shall be evaluated at least monthly at Agency staff meetings with Program Coordinators.

#### Initial Contact and Referrals

5. When a person is initially presented to Next Step Strategies Developmental Disability Services (NSSDDS), an Initial Contact Form will be completed by the staff member contacted.
6. The staff member contacted will also complete an NSSDDS Referral Form to effect referrals to internal programs or other agencies.

#### Individual Support Plan (ISP)

7. The Individual Support Plan (ISP) will be developed by a cooperative team, including the person served and his/her family members or guardians. ISP team members will include Next Step Strategies Developmental Disability Services (NSSDDS) staff (including the Program Coordinator as appropriate), DD staff, Division of Vocational Rehabilitation staff (as appropriate), and other interested parties.
8. ISP meetings will be scheduled annually and reviewed monthly.
  - a. The team will establish the date, time, and location of the meetings and prepare the agenda.
  - b. Written notices will be sent to all designated participants for the annual ISP meetings. Other scheduled reviews may be communicated by telephone.
9. *Content:*
  - a. The diagnosis, guardianship needs, risks, medical issues, needs for assistive technology, and functional limitations of the person served will be addressed during the ISP meeting.
  - b. Goals and objectives will be developed to promote a more independent level of functioning or to maintain a least restrictive level. The desired level of functioning and services to be provided will be established by the team based on the person's expressed needs and preferences and input from knowledgeable team members. The services and objectives will be relevant to achieving appropriate community integration for the person receiving services.



- c. Anticipated times for completion of services and methods for completion of services and objectives may be adjusted at review meetings when deemed necessary by the team. The changes will reflect input into the plan by the person served. Appropriate action persons will be assigned to each service or objective for assurance of completion.
10. An NSSDDS staff person will be designated as the Program Coordinator to assume responsibility for the plan of the person served. The Program Coordinator will ensure that the plan is implemented in a purposeful and goal-directed manner and with input from the person served. Upon exit/discharge from the program, the Program Coordinator will arrange for follow-up and assist in obtaining appropriate support services.

## **SECTION II**

# **Rights and Dignity of Persons Served**

### **Article 6**

#### **BOARD PHILOSOPHY**

1. Every person with a developmental disability has the same basic rights as other citizens of the same age living in the same country, and is entitled to the same legal protection under the law.
2. The persons with developmental disabilities may be unable to exercise these rights for themselves; therefore, it becomes necessary to set certain standards for the care, treatment, and education required by their particular condition, with a long-range objective being the total integration, whenever possible, of the person with a developmental disability into typical community living.
3. Therefore, it is the goal of Next Step Strategies Developmental Disability Services (NSSDDS) and its Board of Directors that dignified activities of daily living should be provided for every person with a developmental disability in Next Step Strategies Developmental Disability Services care.
4. It is the purpose of NSSDDS to provide an array of services designed to create appropriate options to people with intellectual disabilities/developmental disabilities as defined in OARS. Within this array, services will be individualized to address the needs of each person receiving services. These services shall include personal support, assistance with pre-employment training, developmental training, and such ancillary and support services as are needed to accomplish the goals of the individual served.

Adopted by Board of Directors October 27, 2018

### **Article 7**

#### **SPECIAL POLICY ON INPUT FROM PERSONS SERVED**

1. Next Step Strategies Developmental Disability Services (NSSDDS) values the opinions, priorities, and desires of the persons we serve. A key component in all decision making in regard to an individual and his/her program will reflect what that individual or their representative identifies as their personal needs and wants.
2. Summary of the Input Process
  - a. Persons served, and/or their family members/guardians are an integral part of the Individual Support Plan (ISP) meetings. During the ISP their input is encouraged and solicited. They have a voice in who attends the meeting and special topics they would like to have brought up at the meeting.
  - b. The Executive Director maintains an open-door policy wherein persons served by the Agency can come in or call to discuss their present situation or future aspirations.
  - c. Finally, as a part of the Agency's Outcomes Management and Quality Assurance

processes, a system of questionnaires and interviews are utilized to gather objective data on the satisfaction of persons served, family members, and guardians in order to inject those results into future program emphasis and design, as reflected in the Individual Served Based Plan. Input of persons served, family members, and/or guardians is also gathered and implemented on an informal word-of-mouth basis.

## Article 8 LEGAL RIGHTS

1. Adults with developmental disabilities have the same rights as other adult citizens.
  - a. The right to life.
  - b. The right to equal access to educational opportunities.
  - c. The right to own and dispose of property.
  - d. The right to vote.
  - e. The right to liberty and the pursuit of happiness.
  - f. The right to express sexuality; including the right to marry and have children.
2. Adults with disabilities may need special training or education to exercise these rights but are considered capable of exercising them unless legally determined to be incapable of doing so by a court of law. A person receiving services may obtain legal counsel through Legal Aid offices near to them or, if necessary, may request that a private attorney be obtained for them through use of monies in their person served account.
3. The following are individual rights which may be limited only if the Interdisciplinary Team determines that they are inconsistent with the individual's therapeutic care, treatment, habilitation, or rehabilitation. (The limitations and the reasons for the limitations must be documented specifically in his/her Individual Support Plan.) The Interdisciplinary Team may restore any rights that have been limited when appropriate.
  - a. To have personal privacy.
  - b. To wear their own clothes and to keep and use their own personal possessions.
  - c. To keep and be allowed to spend a reasonable sum of money for their expenses and small purchases.
  - d. To communicate by sealed mail or otherwise with persons, including agencies, inside or outside the facility.
  - e. To receive visitors of their own choosing at reasonable times.
  - f. To have reasonable access to a telephone, both to make and receive confidential calls.
  - g. To choose providers of personal care services and have access to their own mental and medical records.
  - h. To have the opportunities to have physical exercise and outdoor recreation.
4. The following individual rights may not be limited:
  - a. To have necessary services and treatment in the least restrictive environment.
  - b. To have his/her own Individual Support Plan.
  - c. To have this plan explained to him/her clearly and understandably or to his/her parent,

- legal guardian or protector.
- d. To know the name of his/her Program Coordinator.
- e. To participate, or have his/her parents, legal guardians or protectors participate, in the planning process of his/her Individual Support Plan.
- f. To receive prompt medical treatment.
- g. To not be subject to any hazardous treatments or surgical procedures without consent unless such treatment or procedures are ordered by a court or legal guardian (upon request, an impartial review will be conducted prior to implementation).
- h. To be treated courteously and be free from verbal and physical abuse.
- i. To have information and records kept private and not to have any information released without his/her written consent or the written consent of the parent or legal guardian.
- j. To express their opinions, ideas, and grievances.
- k. To accept or refuse services.

## Article 9 RIGHTS AND DIGNITY OF THOSE SERVED

1. It is an inherent part of the Mission of Next Step Strategies Developmental Disability Services (NSSDDS) to guard the rights and ensure the dignity of treatment for individuals with intellectual disabilities and developmental disabilities. It is recognized that they are entitled to the same rights as other citizens. A copy of the rights of persons served, HIPAA information and the NSSDDS Grievance Procedure for persons served will be provided at the beginning of services and annually by the Support Coordinator. These rights include, but are not limited to, the following:
  - a. To be treated with respect and dignity as a human being.
  - b. To have the same legal rights and responsibilities as any other person unless otherwise limited by law.
  - c. To have the right to due process review when any limitation to rights is proposed or is alleged to have taken place.
  - d. To receive services regardless of race, creed, color, age, religion, gender, sex, sexual orientation, gender identity or expression, national origin, veteran status, disability, or gender information.
  - e. To be free from physical, verbal, mental and sexual abuse, neglect, financial exploitation and retaliation.
  - f. To receive appropriate humane and high quality services and supports as determined by the support team of the person served, which may include, but not be limited to, the individual, parents, guardian or authorized representative.
  - g. To receive these services and supports in the most integrated setting appropriate for the particular needs of the person served.
  - h. To have access to rules, policies and procedures pertaining to services and supports.
  - i. To have access to personal records which are maintained confidentially.
  - j. To easily understand services, supports and personal records. A person served and his/her parents, guardian or authorized representative shall be informed of the rights of the individual served in language that is easily understood.
  - k. If a person served has complaints of abuse, neglect or violation or limitation of rights, the individual, the individual's parents, guardian or authorized representative may contact the Director of NSSDDS.

2. Services and support: Persons served have the right to receive services and supports in the most integrated setting and in a way that best meets their needs. To determine those services, these people may be involved: the person served, their parents, their guardian or any other person of their choice. Persons served have the right to know what the County Office rules are for the services and supports they receive. Persons served have the right to have their services, supports and personal records explained to them so they understand them. Persons served have the right to receive and read their personal records. Persons served have the right to receive and sign a copy of their personal plan. Persons served have the right to have their records kept private.
3. Abuse and neglect: Persons served have the right not to be abused or neglected. Abuse includes physical, verbal, mental, sexual or financial. Neglect is when a person served is not getting the things they need to be healthy and safe. If persons served think they are being abused, neglected, or that their rights are being taken away, then they or their parents or guardians, or any other person, can contact the Executive Director or County Office for help. People who work for the Next Step Strategies must report any abuse or neglect they see or that people report to them to the DHS hotline at 503-731-3100.
4. Grievance Procedure for Persons Receiving Services: The following Grievance Procedure is to be used when the grievance is within the scope of the services offered by Next Step Strategies Developmental Disability Services. The steps listed below are to be followed by the person receiving services, parents, guardians or other parties when they are dissatisfied with any aspect of NSSDDS program.
5. Program Coordinator/Supervisor: Speak with the Program Coordinator/Supervisor concerning the grievance and complete a "Person Served Complaint/Grievance Form" if necessary.
6. Executive Director: If a satisfactory solution is not reached with your Program Coordinator within fourteen days, provide the Executive Director with a written explanation of the request. If the written request cannot be completed please contact the Administrative Office and make an appointment to meet with the Executive Director regarding the matter. The Program Coordinator may be asked to attend the meeting to help resolve the issue. When expressing a complaint or grievance to the Executive Director all evidence and information as deemed appropriate by the Executive Director for proper understanding of the grievance and needed for a proper evaluation will be sought. At the conclusion of the meeting, the Executive Director may announce a decision, or may opt to take the matter under advisement. Within seven days following the conclusion of the grievance meeting, the Executive Director shall determine a response regarding the complaint/grievance and shall communicate this in writing with a duplicate copy to the Program Coordinator of the person served.
7. Legal representation: Persons served have the right to obtain legal representation through this process at their discretion and cost.. It is the policy of NSSDDS that complaints or grievances by a person served or guardian will not result in retaliation or barriers to service.

**Article 10  
ABUSE AND NEGLECT  
POLICY AND PROCEDURE**

1. When incidents of abuse and/or neglect are suspected, they shall be immediately reported to the Program Coordinator. The Program Coordinator will immediately notify the Executive Director. Within 24 hours of receiving the report, the Executive Director will notify the Developmental Disabilities Case

Manager. The Case Manager will conduct an investigation into the allegations. Abuse and neglect charges are classified as follows:

- a. *Physical Abuse:* Purposely beating, striking, wounding, or injuring any person receiving services. In any manner whatsoever, mistreating or maltreatment of a person receiving services in a brutal or inhumane manner. Physical abuse includes handling a person receiving services with any more force than is reasonable or apparently necessary for proper control, treatment, or management of a person receiving services. Substantiated physical abuse results in the termination of the employee.
  - b. *Sexual Abuse:* Sexual Abuse is any touching, directly or through clothing, of the anus, genitals, breasts, or other area of the body of a person receiving services, for sexual purposes and/or self-gratifying purposes. Sexual purposes means for the arousing or gratifying of anyone's sexual or self-gratifying desires. This includes the employee touching a person receiving services or the employee causing the person receiving services to touch the employee. It includes aiding and abetting sexual abuse between the person receiving services, or failure to stop or prevent sexual abuse between residents. Substantiated physical abuse results in the termination of the employee.
  - c. *Verbal Abuse:* Referring to a person receiving services in the person's presence with profanity or in a demeaning, undignified, or derogatory manner. After three or more times in a twelve month period, substantiated verbal abuse results in the termination of the employee(s).
  - d. *Class I Neglect:* Failure of an employee to provide reasonable and necessary services to maintain the physical and mental health of any person receiving services when such failure presents either imminent danger to the health, safety, or welfare of a person receiving services, or substantial probability that death or physical injury would result. Substantiated Class I Neglect results in the termination of the employee.
  - e. *Class II Neglect:* Failure of an employee to provide reasonable or necessary services to a person receiving services, according to the individualized treatment or Individual Service Plan (ISP). After three or more times in a twelve month period, substantiated Class II Neglect results in the termination of the employee.
2. *Training:* NSSDDS may require or provide training for Abuse and Neglect for newly hired employees, then every year thereafter. This training will be documented in the employee's personnel record.
  3. *Mandated Reporting of Abuse:* NSSDDS strictly prohibits abuse or neglect. It is the policy of NSSDDS to report to the Department of Human Services any occurrence of abuse/neglect as defined in OAR 411-375. All personnel are mandated reporters trained in recognizing abuse and neglect and will report immediately any alleged or suspected abuse of a resident. Failure to do so may result in disciplinary action, criminal prosecution, or both.
  4. *Full Cooperation:* The agency head and all other personnel will fully cooperate with the Department of Mental Health, Division of Family Services, Department of Health and Senior and Disabled Services, law enforcement officers or any other agency authorized to investigate a complaint. The Executive Director or other designated agency official shall forward the complaint to the Division of Family Services (DFS) if the alleged victim is under the age of 18 or to the Department of Health and Senior Services if the

alleged victim is over 18 and the incident occurred within the natural home or an entity contracted with the Division of Senior Services.

5. OARS 380-323-0060 and 411-318-0010 defines Class I neglect, Class II neglect, misuse of a consumer's funds/property, physical abuse, sexual abuse, and verbal abuse. The agency head shall immediately report to local law enforcement officials any alleged or suspected sexual abuse, abuse or neglect which results in physical injury, or abuse, neglect or misuse of funds/property which may result in a criminal charge.
6. A complaint of Abuse/Neglect shall be made to:
  - DHS 503-731-3100
  - Executive Director
  - Immediate Supervisor
  - DD case manager

## **SECTION III**

# **Human Resources – Employment Practices**

### **Article 11**

#### **LEGAL NOTICE**

1. This policy and procedure manual applies to all employees of Next Step Strategies Developmental Disability Services (NSSDDS). This is an informational manual and is not intended as an offer of employment or to set forth terms and conditions of employment in any way. It should not be construed as creating any contractual relationships or conferring any contractual rights upon any employee or serve as the terms of an employment agreement. Nothing in this manual alters the employee’s status as an “at will” employee.
2. Terms contained in plan or benefit documents are controlling, regardless of any statement that appears in this manual. Plans, programs, and policies described in this manual are subject to the specific terms and provisions of the legal documents governing the plans. The information and benefits described in this manual (including the terms of any benefit plan) can be changed or discontinued at any time without notice in any way. The NSSDDS Executive Director and Board of Directors will make decisions they believe to be both in the best interest of NSSDDS and consistent with applicable laws and regulations.
3. This manual is not intended to create a contract, but rather is meant to serve as a communication vehicle to inform employees about current policies and procedures. While compliance with the policies described in this Manual is considered a condition of continued employment, the objective of this manual is to inform employees of current laws, regulations and policies applicable to employees, the workplace and to persons with developmental disabilities. It is the goal of such polices to provide employees with a productive work environment that is constructive to personal and professional growth and to best serve individuals with developmental disabilities.
4. Employees are responsible for reading, understanding, and complying with the provisions of this Manual. Employees are required to acknowledge they have received this policy and procedure manual and their associated responsibilities by signing Appendix A – Employee Acknowledgment.

### **Article 12**

#### **EQUAL EMPLOYMENT OPPORTUNITY**

1. The policies regarding all personnel practices including recruitment, hiring, training, promotion, compensation, benefits, transfers, layoffs, return from layoffs, education, tuition assistance, social programs, and recreational programs will be administered without regard to race, color, religion, creed, sex, sexual orientation, gender identity or expression, national origin, ethnicity, ancestry, age, veteran status, disabled and Vietnam-era veteran status, disability, genetic information, military service, marital status, political affiliation, economic status, past arrest or conviction record, use or nonuse of lawful products while off the employer’s premises during nonworking hours, or any other non-merit factors, except where such factors constitute a bona fide occupational qualification or substantially relate to the circumstances of a particular job or licensed activity, and with proper



regard for privacy and constitutional rights of citizens. Every effort will be made to eliminate or prevent any potential discriminatory practices.

2. This equal employment opportunity is applicable to all phases of employment, including job restructuring, reasonable accommodations for individuals with disabilities, recruitment, selection, promotion transfer, compensation, lay-off, re-call, training and development, corrective action, demotion, termination and all other components of NSSDDS.
3. The Board recognizes its duty to provide equal opportunity to all qualified persons, and that there shall be no discrimination against any person with regard to any of our personnel practices. Any employee found to have acted in violation of this policy shall be subject to appropriate disciplinary action, including possible discharge. The following will be the rules under which the policy is implemented and operated:
  - a. The Board will conduct all personnel practices without discrimination. The Board will base all employment decisions on the principle of equal opportunity employment.
  - b. Reasonable accommodations shall be made for individuals with disabilities who are applicants and employees capable of performing the essential qualifications of their position, in accordance with the Americans with Disabilities Act of 1990.
  - c. The Board shall not limit, segregate, or classify applicants and employees so as to deprive any applicant or employee of equal opportunity, or adversely affect the employment opportunity of such persons.
  - d. The Board will base all employment and promotion decisions on the principles of quality and competence.
  - e. All advertisements for position openings shall contain the phrase "Equal Opportunity Employer"
  - f. The Executive Director is charged with the responsibility for assuring attainment of the Board's objective of full compliance with the policy of nondiscrimination.
  - g. This policy will be endorsed and supported by all employees, and any activity not consistent with this policy will be reported to the Executive Director.

### **Article 13** **ANTI-HARASSMENT AND ANTI-DISCRIMINATION**

1. *Policy:* Harassment and/or discrimination towards any employee or person served at Next Step Strategies Developmental Disability Services (NSSDDS) will not be condoned. This policy applies to all administrators, program coordinators, staff, persons receiving services, guardians, families and funding providers.
2. *Equal Opportunity:* NSSDDS provides equal opportunity in employment for all qualified persons and prohibits discrimination in employment or terms of employment on the basis of race, color, religion,

creed, sex, sexual orientation, gender identity or expression, national origin, ethnicity, ancestry, age, veteran status, disabled and Vietnam-era veteran status, disability unrelated to job requirements, genetic information, military service, or other protected status. Furthermore, it is the policy of NSSDDS to provide equal employment opportunities and benefits without regard to marital status, political affiliation, economic status, use or nonuse of lawful products while off the employer's premises during nonworking hours, or any other non-merit factors, except where such factors constitute a bona fide occupational qualification or substantially relate to the circumstances of a particular job or licensed activity.

3. *Reasonable Accommodations:* Reasonable accommodations shall be made for persons with disabilities who are applicants and employees capable of performing the essential qualifications of their position. NSSDDS shall not limit, segregate or classify applicants and employees so as to tend to or to deprive any applicant or employee of opportunity or adversely affect the employment opportunity of such persons.
4. *Job Notice:* Advertisements for employment shall contain the phrase: "Equal Opportunity Employer"
5. *Reporting:*
  - a. Each employee is responsible for the dissemination and implementation of this policy within his or her work environment. Each employee will have the responsibility for referring all reported or observed incidents of harassment and/or discrimination to the Executive Director of NSSDDS.
  - b. The Executive Director will address all reports of acts of harassment and/or discrimination regardless of whether the source of the allegation is known, and whether or not the allegation is submitted in writing.
  - c. Any employee who has information on these matters, no matter how minor, should not ignore the possibility that illegal harassment and/or discrimination may be occurring. Therefore, all related information should immediately be reported to the NSSDDS administrative office for review and appropriate action.
6. *Retaliation:* Further, no employee who brings forth an honestly perceived complaint of harassment and/or discrimination will be subject to retaliation. Retaliation is prohibited by NSSDDS.

#### Article 14 APPLICATION PROCESS AND EMPLOYMENT PRACTICES

1. It is recognized that the single most important factor in providing quality services to the individuals the agency serves is to recruit, hire, and retain qualified and dedicated staff. Recruitment is accomplished through Facebook page, word-of-mouth from existing personnel, and families, and communication with other similar organizations through statewide organizations.
2. Each employee has a clear job description, a trained, experienced, and knowledgeable supervisor, and is provided with an ongoing array of special training to ensure he or she has the knowledge and skills necessary to do the job for which they have been hired.

3. Each employee will participate in specific interest based and skill development training for the person served. As part of the ongoing process aimed at expanding interests and skills of the person served, employees will carry a bin of activities, visual supports, and activity guides to their assignments.
4. In order to provide a secure and orderly workplace in which good employees are retained, the Board and administration of NSSDDS have gone to considerable effort and expense to provide employee benefits. These include:
  - a. Fair wages with systematic annual wage increases
  - b. Up to 5% matching contribution to employee 401 K program.
  - c. Fully paid health and dental insurance for the employee.
  - d. Paid Time off (non-accruing year to year)
  - e. Social Security and Medicare, Workers Comp, Unemployment Insurance, SDI
5. *Online Application Required:* The applicant for employment will be required to present all pertinent facts concerning his/her education, experience, and other qualifications for the position for which they is applying. Any misrepresentation or false statements may be a cause for dismissal.
6. *Contact:* A personal contact will be required for a candidate with their prospective supervisor and other pertinent staff members as appropriate. The applicant will also be required to submit references, both personal and from previous employers. The Executive Director will make the final decision on hiring.
7. Prospective employees screened and selected for interviews may be provided access to the NSSDDS Policies and Procedures Manual, including the following information: personnel policies, job descriptions, salary range applicable, and any relevant, immediately anticipated changes in agency structure and function.
8. New appointments will be reported to the Board of Directors by the Executive Director at the next regularly scheduled meeting of the Board.
9. *Pre-Employment:* Before Employment, NSSDDS requires the employee to complete a background check, and have proof of a High School Diploma or GED.
10. *Upon Employment:*
  - a. Employees must provide NSSDDS with required documents for federal I-9 identity and authorization to work in the United States (typically a passport, or a social security card and driver's license), a Social Security card which verifies the name to be reported to the IRS for payroll purposes, and direct deposit information. Employees must also sign a confidentiality agreement/HIPAA form as well as other required forms and notices upon hire.
  - b. Prior to contact with persons served the new employee must have trainings in Positive Behavior

Supports, Quality Outcomes and Abuse Neglect Reporting, either as part of the Minimum Qualifications for the position or as part of the requirements to continue employment.

- c. New employees are required to receive training in blood-borne pathogens/universal precautions, Oregon Intervention System (OIS) where required on a person-served PBSP, and CPR/First Aid training. Such requirements may be included as Minimum Qualifications for the position or as part of the requirements to continue employment.
  - d. New employees must also review the NSSDDS Policies and Procedures Manual and sign acknowledgement of such.
12. The organization shall provide timely orientation and ongoing training for all staff members. All staff members will attend in-services, conferences, or other training sessions offered that would be deemed beneficial to the program and persons served, upon the request of the Program Coordinator.
13. *Records:* The written record of employment, including compensation information and application materials, shall be placed in the individual's personnel file at the time of employment. Personnel files are confidential and shall be maintained in a confidential manner.
14. *The Personnel File:*
- a. The personnel file shall contain employment information specifying the period of employment, rate of pay, specific training, and other job particulars. Also, other information related to the resume, references, and work/education history will be maintained. Current addresses and telephone numbers for each employee shall be recorded. It is the employee's responsibility to maintain this information in current form.
  - b. Employee personnel files are the property of NSSDDS and are not to be released to the employee. Information within the file may be copied for the employee, with consent of the Executive Director.
  - c. Employee personnel files may be reviewed by the employee in the presence of the Program Coordinator.
  - d. Medical information and background check results are maintained in separate confidential files in accordance with required recordkeeping regulations. .
15. *Notification of Position Openings:* When openings occur within NSSDDS, the positions will be posted at the discretion of the Program Coordinator of the NSSDDS program with the opening. Posting locations may be NSSDDS job site, NSSDDS website, NSSDDS Facebook page and/or other media. All job positions will be posted in the agency. All employees currently employed with NSSDDS will have the opportunity to apply.
16. *Salary Administration:*
- a. The Executive Director shall classify each employee position by the level of responsibility, and the starting salary ranges for each position.

- b. Starting salaries shall be determined within the salary ranges assigned for the position opening. Initial salaries shall be based upon the following criteria:
    - i. Academic Preparation, with consideration of recognized levels of training and degrees, and records of specific DD training completed.
    - ii. Prior Related Experience: Allowance may be given for teaching, business, industrial, military and/or governmental experience which is directly related to the job responsibility.
    - iii. Supply and Demand: Special circumstances (i.e. critical shortages of qualified personnel) may necessitate an adjustment in the entrance salary of an individual applicant.
  - c. All employees will be paid by direct deposit on the 1<sup>st</sup> and 15<sup>th</sup> of the month.
17. *Work Week Definition:* The work week for hourly rate employees runs from 12:00 a.m. Sunday morning to 11:59 p.m. Saturday night (i.e., midnight Saturday night to the following Saturday at midnight).
18. *Overtime:* Hourly employees are non-exempt employees. Overtime is paid for all authorized hours worked after eighty (80) hours for the pay period.
19. *Leave Accrual:* Leave accrual shall occur in accordance with the NSSDDS leave policy. Leave accrual is credited at the end of each pay period.
20. *Hours and Duties:* Hourly staffing schedules are determined first, by the needs of the client served, and second, by the availability of the employee. From time to time work demand may require additional time; however, sustained periods of overtime are neither expected nor considered desirable.
- Contract employees are compensated for the actual responsibilities and duties of their position and in accordance with their contract.
21. *Staff Meetings:* Contract employees are required to attend staff meetings as part of their responsibilities.
22. *Background and Credential Checks:*
- a. This policy applies to all employees of the Agency and concerns the procedure to be used to verify information included in the application as well as any other information as deemed necessary to ensure safe and complete hiring practices.
  - b. By signing the application, the applicant gives this agency the right to explore any and all avenues to ensure that its employees meet the highest standards possible. The following actions, as a minimum, will be considered as part of the hiring process and will be accomplished in connection with said process:

- i. Job references, which may be conducted by phone or letter.
    - ii. Background/record check regarding neglect or abuse (sexual, verbal, or physical) charges, traffic/driving violations, criminal actions or other complaints or charges deemed appropriate and relevant to the position.
  - c. The results of these checks will be reviewed by the Executive Director to determine the appropriateness of the applicant's information and potential employment with this agency.
  - d. Driver's records, federal exclusion list and background checks will be updated twice yearly. Employees are responsible for notifying the administrative office of NSSDDS if they receive any driving restrictions at any time or are arrested for any reason.
23. *Job Descriptions: Job descriptions are established and shall be maintained up-to-date for each position. The descriptions will be reviewed and updated on a periodic basis by the Executive Director. Individual employees will be expected to assist in maintaining up-to-date, relevant job descriptions by recommending changes as needed.*
24. *Communication: The Executive Director is responsible to the collective Board of Directors and bears the burden for communicating to the staff all information required for effective administration of the program.*
25. *Malpractice Insurance: While it is expected that every employee will do their jobs properly and professionally at all times, the Agency will maintain, as part of the Agency-wide insurance package, malpractice insurance, which covers individual employees in the performance of their duties with NSSDDS.*

## Article 15 EVALUATION AND CLASSIFICATION OF PERSONNEL

1. *Employment Status: All employees shall be designated as full-time or part-time.*
2. *Full-Time Employee: An employee who is regularly employed on a full-time basis of 40 or more hours per week.*
3. *Part-Time Employee: Any employee who is regularly employed on a part-time basis of less than 40 hours per week.*
4. All employees must successfully complete and/or comply with the following before employment as part of specified Minimum Qualifications, or during their probationary period or other specified period of employment in order to continue employment:
  - a. Complete and pass CPR/First Aid class.
  - b. Complete and pass Oregon Intervention System (OIS) class (where required by a client ISP).
  - c. Maintain appropriate vehicle insurance with proof turned into the NSSDDS Office.
  - d. Read the Policies and Procedure Manual, Employee Handbook and Safety Manual, and sign

- e. Review and sign HIPAA compliance information.
  - f. Sign NSSDDS Confidentiality Agreement.
  - g. Complete Abuse and Neglect Training.
  - h. Complete Blood Bourne Pathogen Training.
  - i. Complete Positive Behavior Supports and NSSDDS Quality Outcomes Training.
  - j. Complete the Drug and Alcohol Acknowledgement form.
  - k. Complete all other forms and requirements as directed.
5. *Performance Evaluation and Performance Feedback:*
- a. *Contract Employees:* Within the first six (6) months of employment, and annually thereafter, each contract employee will be evaluated. This evaluation will be reviewed with the employee by the immediate supervisor. The employee shall be given reasonable time to make written comments regarding the evaluation. The written evaluation and employee comments will be placed in the staff member's personnel file. The evaluation will reflect work quality, quantity, habits, and attitudes. New employees should be closely monitored during this period by their immediate supervisor, with an emphasis on the training and development of the new employee.
  - b. *Non-Contract Hourly Employees:* Non-contract employees work for persons served and/or their families. Feedback on performance may be provided by NSSDDS, the family, or the person served. NSSDDS does not provide onsite supervision or performance oversight, but may provide performance feedback based on reports by persons served or their families, in response to charges or complaints, or as required in accordance with state and federal regulations.
6. *Administrative Employees:* During the first six (6) months and annually thereafter, each administrative staff person will receive a written evaluation from the Executive Director. Evaluations may include strengths and successes, areas for improvement, special considerations, training objectives, and goals for the following review period. Administrative employees may request an in-person meeting to discuss his/her performance. Job descriptions may also be updated at this time.
7. *Raises:* on the basis of employee job performance, salary raises may be granted. Salary increases to staff members will be granted at the discretion of the Executive Director, not to exceed Board approved rates of pay. (Board decisions on rates of pay ordinarily occur at the June Board meeting.)

## **Article 16 BENEFITS**

1. *Employee Health Insurance Program:* Next Step Strategies Developmental Disability Services (NSSDDS) provides fully-paid health insurance coverage for a full-time employee working an average of 40 or more hours per week. An employee who works between 30-39 hours average per week is eligible for health insurance benefits at a substantially reduced rate. Employees working 30-39 hours per week shall contribute 25% to the cost of health insurance for Employee Only coverage. Such contribution is determined on an annual basis in conjunction with renewal of the plan. Rates are described

in Appendix I – Health Insurance and Health Reimbursement Account. Health insurance coverage begins on the first of the month following the first 30 days of employment in a qualifying status. Employees eligible for health insurance may also add dependents at full cost. See Appendix I – Health Insurance and Health Reimbursement Account.

*Health Reimbursement Account* – Effective January 1, 2023 employees participating in the health insurance program are eligible to request up to \$1500 reimbursement of deductible medical expenses which exceed \$2500 per year. An HRA account is established for each participating employee and covers deductible expenses allowable under IRS regulations and the insurance plan. Employees may request reimbursement using the procedure established in Appendix I – Health Insurance and Health Reimbursement Account.

2. *Employee Professional Development:*

- a. *Purpose:* The purpose of the employee professional development program is to promote professionalism in all areas of the program, with the ultimate goal of upgrading the working scope, abilities, and total effectiveness of the staff group. Training programs and opportunities shall be considered as a benefit to those individuals interested in continued employment.
- b. *Eligibility:* Approval of an individual’s participation in a training activity shall be relevant to the employee’s present or probable future position and the relative worth of such an activity to the organization as determined by NSSDDS. An employee’s total performance record shall be considered in designating employees for participation in professional development programs.
- c. *Required training:* Effective January 1, 2023, all employee are required by state regulation to complete 24 hours of training per year in order to maintain status as qualified for their position. Employees who complete the training are eligible to receive a bonus. Employees must notify the Executive Director of successful completion to request payment. Completion of training required to meet Minimum Qualifications is not considered paid time and is not paid.

Time in training will be compensated as paid time but shall be limited to hours per quarter as specified by NSSDDS unless scheduled to replace hours from a cancelled shift, if one is available. Requests to complete additional training must be submitted in advance to the Executive Director and must be approved prior to completion of the training.

- d. *Reimbursement:* Attendance at training sessions of any type shall be on the employee’s own time, unless such attendance is approved or required by NSSDDS. Requests to travel for training also must be approved in advance. Participation in development programs shall be considered a mutually rewarding situation with an employee’s commitment of interest, job dedication, and personal sacrifice being inherent required elements for eligibility to participate. Employees required or approved by the Executive Director to attend special training and development sessions shall also be reimbursed for fees and eligible travel time upon submission of signed program certificate of completion.
- e. *Basic training:* Basic training enabling the employee to meet the basic responsibility level for a position, may be required at any time in the course of an employee’s service.
- f. *Travel Reimbursement:* There will be reimbursement for required, job related travel in



employee owned vehicles when transporting adult clients who have qualified mileage as part of their plan. Detailed records must be kept including date, destination, and miles traveled. Employees who use or may use their vehicles for Agency related travel are required to maintain liability insurance coverage of \$100,000 per person and \$300,000 per accident. Staff assigned to transport individuals served must have an Oregon Driver's license and use the person served safety seat when warranted.

3. *Employee Retirement Program:* All employees of NSSDDS who are employed on a full-time basis (40 hours per week) or employed part-time averaging 30-39 hours per week are eligible to participate in a 401K plan and qualify for NSSDDS company match, up to 5%. NSSDDS will make contributions for all eligible full-time and part-time employees following a six-month waiting period. The employee must make a monthly contribution in order to qualify for a match.

## **Article 17 LEAVE**

1. *Absences:* Absences usually can be anticipated. Employees shall inform their immediate supervisor or designated staff members in advance whenever possible.
2. *Jury Duty:* Time off with pay will be granted for jury service or court subpoena and witness duty at the discretion of the Executive Director. Upon approval, employees will receive 3 days of regular pay for time served on Jury Duty per year. Any Jury Duty requiring more than 3 days may, at the employee's discretion, be deducted from Paid Time Off (PTO) and then shall be unpaid time. Regular pay for Jury Duty shall only be granted for time served on Jury Duty occurring during the employee's regularly scheduled work hours. Time off without pay will be granted for court subpoenaed witness duty or when serving as a party to a lawsuit or beneficiary thereof. Employees may also use PTO for time off occurring during their scheduled work hours.
3. *Paid Time Off (PTO) and Paid Leave Oregon (PLO)*
  - a. *Eligibility:* All employees are eligible to accrue paid time off (PTO) starting the first day of employment. However, PTO is available for use only after 90 days of employment and completion of all required training. Beginning with the 91<sup>st</sup> day of employment and verification of completed training, PTO shall be retroactively credited and available for use. Employees who separate or otherwise have a break in service prior to the conclusion of 90 days of employment shall not be eligible for PTO. Employees who are reemployed following a break in service shall be considered a new employee and shall be required to be employed for 90 days in the same manner as any other new employee.
  - b. *Accrual Rate:* Employees accrue PTO based on each 30 regular hours of work (up to 1.33 hours per 40-hour workweek) according to their length of continuous employment as follows. Employees with a break in service who are subsequently reemployed shall be deemed new employees for accrual purposes. For purposes of this policy, a break in service occurs whenever an employee has no hours in paid status for more than 90 days or is otherwise separated from employment.
  - c. *Less than five (5) years of continuous service:* employees shall accrue 1 hour of PTO

following each 30 regular hours of work. Over five (5) years of continuous service: employees shall accrue 1.25 hours of PTO for each 30 regular hours of work.

- d. Paid Leave Oregon (PLO) – effective September 1, 2023, employees will be required to request paid time off for qualifying events including illness or injury through the state PLO program. Under the provisions of this state program, effective January 1, 2023 employees contribute 0.60% (less than 1%) of their wages to the Paid Leave Oregon program and NSSDDS contributes 0.40%. See Appendix J – Paid Leave Oregon for complete PLO program information and procedures.

Effective September 1, 2023, employees may continue to use their accrued PTO for covered purposes *other than PLO-qualifying events*.

- e. Effective January 1, 2023, the maximum accrual that an employee may have at any one time is 50 hours. Effective September 1, 2023, and coinciding with the implementation of the Paid Leave Oregon program, the maximum accrual that an employee may have at any one time is 40 hours.

For the 2023 year only, an employee who has a balance of more than 40 hours of PTO as of April 30, 2023 and August 30, 2023 may request payout of a portion or all of the hours over 40. An employee who wishes to request payout of accrued PTO must make their request in writing to the Executive Director within 15 days (by May 15 and September 15 respectively) in order to receive payout. Payout will not occur without a written request submitted by the due date.

- f. Using PTO – PTO may be used for vacation, an employee’s own illness or injury that is not covered by or is denied by the state PLO program, or as personal leave for the reasons stated below. Requests to use PTO for vacation and personal leave should be submitted for approval at least two weeks prior to planned leave, whenever possible.

PTO may be used for personal reasons including:

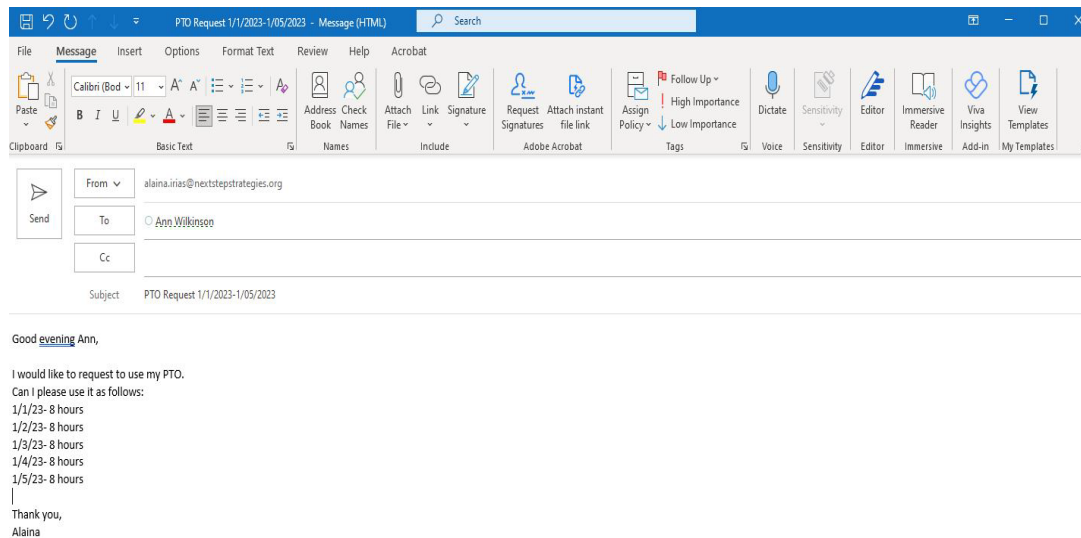
- Meetings involving legal or financial transactions that cannot otherwise be taken care of outside of working hours.
- Medical or dental appointments or treatment not covered by or which are denied by the PLO program, for the employee’s immediate family up to 3 days per calendar year. Immediate family includes children – including by birth, adoption, or by foster placement and in the care of the employee, the employee’s spouse/domestic partner, and the employee’s parents.
- Receipt of a summons, subpoena, or other judicial order requiring absence from work;
- Observance of a major religious holiday of the employee’s faith;
- Attendance at a funeral service.

- g. Prior Approval Required – Using PTO requires *prior* approval from the Executive Director and is subject to review and approval of the client/family the employee serves. Requests for PTO *after the date* requested *will be denied*.

To request PTO leave, the employee shall submit an email to the Executive Director at [ann.wilkinson@nextstepstrategies.org](mailto:ann.wilkinson@nextstepstrategies.org). The Subject of the email should read “PTO Request

(DATE).”

The email should include the date or dates of request and the number of hours for each day requested. PTO is limited to 8 hours per day of request. An example is below.



PTO Balances – PTO balances may be checked by logging into your Paychex account. For assistance please contact a NSSDDS administrator.

It is expected that leave will be consistent with the hours the employee is typically scheduled to work, up to eight (8) hours per day. PTO is only available to replace those hours the employee is scheduled to work; PTO is not intended as additional pay or to supplement wages.

Text messages are not accepted; NSSDDS has no way to track text messages and phone calls requesting leave. PTO is not available after the day has passed and is always subject to the number of hours the employee has available for use. Paychex leave will be updated with these numbers as they are able. The employee should also indicate on their own calendar when they use leave.

- h. *PTO and Overtime:* Paid Time Off (PTO) shall not be included in the calculation of overtime. PTO is paid at a straight time rate. Overtime is paid for hours worked after 40 hours of work per week. PTO is not included in the calculation of hours worked. All overtime must be requested and approved in advance by the Executive Director, unless dictated by unusual circumstances or emergencies.
- i. *PTO and Overtime Not Affecting Client Hours:* An employee’s use of PTO or accrual of overtime has no effect on the hours of support provided by the client’s plan.

#### 4. *Family and Medical Leave*

All Oregon workers get sick time, but those who work for NSSDDS can qualify for OFLA or the federal Family Medical Leave Act (FMLA). Right now, family leave is protected, but often unpaid unless the employee has vacation, sick, or other paid leave available to use. Paid family leave is coming to Oregon in 2023. See information in section 3.d above and Appendix J for the Paid Leave Oregon information.

Under OFLA, an employee can take up to a total of 12 weeks\* of time off per year for any of these reasons.

- a. *Parental leave* - (either parent can take time off for the birth, adoption, or foster placement of a child). \*If you use all 12 weeks on this, you can take up to 12 more weeks for sick child leave.
- b. *Serious health condition* - (the employee's own health condition, or to care for a spouse, parent, parent-in-law, child, grandparent or grandchild, same-sex domestic partner or parent or child of a same-sex domestic partner).
- c. *Pregnancy disability leave* - (before or after birth of child or for prenatal care). \*You can take up to 12 weeks of this in addition to 12 weeks for any reason listed here.
- d. *Sick child leave* - (for the employee's child with an illness or injury that requires home care but is not serious). The employee can also take OFLA protected time if their child's school or childcare provider is closed due to a statewide public health emergency, such as COVID-19 pandemic school closures.
- e. *Military family leave* - (up to 14 days if the employee's spouse or same-sex domestic partner is a service member who has been called to active duty or is on leave from active duty).
- f. *Bereavement leave* - (up to 2 weeks of leave after the death of a family member).

NSSDDS will continue to provide the same health insurance benefits to employees on approved FMLA leave as were in place prior to going on leave. When the employee returns to work they will be returned to their former job, if still available, or to a similar position, if one exists.

To be eligible, the employee must have worked an average of 25 hours per week for 180 days - just 180 days for parental leave.

**ELIGIBILITY UPDATES:** Effective January 1, 2022, OFLA eligible employees who terminate or are removed from the schedule but return to service within 180 days remain eligible for OFLA leave on their return. (Any OFLA leave taken by the employee within any one-year period continues to count against the amount of OFLA leave available to the employee.) Also, credit for days of employment prior to a break in service will be restored to the employee when the employee is reemployed or is returned to service within 180 days.

Finally, employees may become eligible for OFLA with just 30 days of employment (rather than 180) if they have worked an average of 25 hours a week in the 30 days before taking leave **during a public health emergency**. HB 2474 (2021).

Governor Brown declared a public health emergency **November 14, 2022**, in response to an increase in pediatric cases of respiratory syncytial virus, or RSV. The declaration currently extends to **March 6, 2023**, unless extended or terminated earlier by the governor.

(Oregon's previous public health emergency declaration for COVID-19 was lifted April 1, 2022.)

5. *Overtime and Payroll Information:*

- a. Employees will be paid by direct deposit on the 1<sup>st</sup> and the 15th.
- b. The work week for hourly rate employees is Sunday through Saturday. The workweek begins at 12:01 a.m. Sunday morning (midnight Saturday night) and continues to 11:59 p.m. the following Saturday night.
- c. Overtime is paid for hours worked after 80 hours for the pay period and in accordance with other Personnel/Employment Policies and Practices as they pertain to Leave.
- d. Staffing schedules will be prepared by the Program Coordinator and will designate hours to be worked by each employee. All employees are compensated for the actual responsibilities and duties of their positions.
- e. From time to time work demand may require additional time. However, routine overtime should neither be expected nor is it considered desirable.

6. *Overtime:*

- a. Definitions:
  - I. *Overtime:* is defined under this policy as hours worked in excess of 80 hours during a pay period. Overtime is paid at time and one half for non-exempt employees.
  - II. *Regular Schedule:* is defined under this policy as the total number of hours an employee is scheduled to work.
- b. All overtime and leave must be authorized by your immediate supervisor and approved by the Executive Director.
- c. Any employee who fails to follow this policy regarding the approval of overtime or leave may be subject to disciplinary action, including unpaid suspension and discharge.
- d. Employees earn overtime per every minute worked over 80 hours in the pay period.
- e. All hourly, non-exempt employees shall log in and electronically clock in and out via the web-based payroll system. Hourly, non-exempt employees working in locations with no ability to access the internet, shall record time actually worked by sending a message through the SwyftOps app or by contacting the Executive Director. This should include any overtime worked.
- f. Exempt employees shall not be compensated with overtime pay and all hours worked over 40 hours may, with the approval of their administrative manager, be treated as flex hours at the straight time rate.
- g. Typically, employees shall not earn pay or overtime for travel to and from state, local and professional training conferences they attend voluntarily. All travel shall be the sole responsibility of the employee unless pre-approved by the Executive Director.

- h. Overtime must be authorized by the immediate supervisor or Program Coordinator or be dictated by unusual circumstances or emergencies. If an employee has an unusual circumstance or emergency, it is expected for the employee to use sound judgment to ensure the health and safety of all involved. Once the situation is stable, the employee is to make contact with their supervisor for further instruction.
- i. If an employee chooses to work hours not scheduled, additional hours, overtime hours, and hours that are not deemed as unusual circumstances or emergencies, then these hours may be considered unauthorized and are not paid. Further, disciplinary action may be taken, including termination.

## **Article 18 GARNISHMENTS**

In the event an NSSDDS employee is assessed a garnishment by the Court, NSSDDS shall charge a fee of 2% of the garnished amount that pay period to the employee for the cost of processing the garnishment. This fee shall be withheld from their payroll check when a garnishment is processed and paid to the Court.

## **Article 19 CLIENT-CENTERED SCHEDULING AND CLIENT-INITIATED CANCELLATION**

### **1. Assignment Schedule**

Scheduling of assignment shall be determined by the client. Each client shall choose the schedule that best works for them. It is the obligation of the Direct Support Professional (DSP) to accept or decline the assignment, and once accepted, to adhere to the client-determined schedule. In the event the client chooses to alter the assignment, the DSP has the option to decline the change, and therefore decline the assignment to work with the client, or accept the change as presented by the client. A DSP may not determine the schedule, impose a different schedule, or attempt to negotiate the schedule with the client.

### **2. Assignment Cancellation – Training Substitution**

On occasion a client may cancel or postpone part or all of an established assignment. In order to minimize the financial impact of these events to a DSP employee's earnings, Next Step Strategies (NSSDDS) will provide alternative assignment as follows.

In the event of cancellation the DSP may participate in available training by contacting NSSDDS. A DSP may substitute up to 50 hours of training per calendar year as a substitute for a cancelled assignment. A DSP who begins employment after January 1 of each year shall have a proportionate number of training hours available for substitution, equivalent to the proportion of days remaining in the calendar year. For example, a DSP employee who begins employment in July shall have up to 25 hours of training substitution available.

If an assignment is cancelled, the DSP shall immediately report the cancellation to NSSDDS and request training as the alternate assignment. Training completed as a substitute for a cancelled assignment shall normally be completed at the time scheduled for the original assignment, if possible, but not later than

within the same work week as the original assignment. Under unusual circumstances, if completion of training is not possible within the same workweek, the DSP may contact NSSDDS to request an exception. Failure to complete the training within the scheduled time may result in non-payment for the hours and shall not be rescheduled.

In order to use training as a substitute for a cancelled assignment, the DSP must contact NSSDDS either prior to or the same day as the original assignment, notify NSSDDS of the cancellation, and request training as a substitute. Failure to request training as a substitute for a cancelled assignment at the time of cancellation will result in denial of the request.

## Article 20 TIMESHEETS – USE, HOURS, RESPITE AND RELIEF CARE

Timesheets serve as the legal authority to pay an employee. They also serve as a verification of time off, and provide the legal basis to grant an employee benefits, including workers' compensation as appropriate.

1. Hourly, nonexempt employees are to provide an accurate accounting of hours worked during a pay period on their timesheet by logging in and using the web-based payroll system. Employees must use the web-based EVV system on their phone or iPad with location services authorized.

Supervisors shall be responsible for electronically approving their employees' timesheets in the web-based payroll system. Hourly, non-exempt employees working in locations with no internet, require the signatures of the employee and supervisor through SwyftOps once internet is established again. Any time changes should be documented through SwyftOps using the message system.

An intentional misrepresentation of hours worked constitutes fraud and will result in disciplinary action or possibly termination.

*Employee and supervisor responsibilities for timesheets.*

- a. All time worked must be accounted for by properly clocking in and out of the web-based payroll system.
- b. Falsifying a timesheet by failing to add time worked, adding time worked when such work was never performed or by failing to subtract time from the timesheet when the employee was not present to work is a violation of this policy. It is also a violation of policy to use the web-based payroll system to clock in when no work is being performed or attempting to clock in or out from a different location.
- c. When using the web-based payroll system, employees must notify their supervisor as soon as possible if they were not able to log in to clock in or out. As soon as the employee is able to log in, he/she must use the web-based payroll system to notify the supervisor of a missed sign-in or sign-out.
- d. Supervisors shall be responsible for correcting hour entries in the payroll system.

- e. Ensure that all proper pay codes are entered in time sheets.
  - f. Employees must check SwyftOps to verify their time entries and send any corrections at the end of each week. All time sheet corrections made after timesheets are turned in to payroll need to be corrected with approval of the employee's immediate supervisor and the Executive Director. Corrections must be submitted not later than two weeks following receive of payment for hours reported. Corrections that would result in additional pay submitted later than two weeks will not be paid.
  - g. Corrections to shift errors that are unbillable will be deleted from the employee's next payroll.
2. *Relief Care and Respite* - Employees with 507- Relief Care must bill at least 16 contact hours. Once a 507- Relief Care shift has started, no other person may clock in or bill for the next 24 hours. This means that the employee must bill for at least 16 hours and the remaining 8 hours cannot be billed, by the employee or anyone else under this or any other code of service. For example, if an employee begins a 507- Relief Care shift at 3:30 PM no one else can begin a 507-Relief Care shift with the same client until 3:30 PM the following day.

Employees will be paid at their current rate per hour for 16 hours of each one unit of 507- Relief Care.

*Please note* – parents are not allowed to bill 507- Relief Care as determined by Medicaid.

## Article 21 ACCESS TO SUPERVISORS

On occasion, a Direct Support Professional (DSP) may encounter a situation that requires immediate or near immediate attention but for which the DSP needs assistance in resolving. It is the policy of Next Step Strategies (NSSDDS) that all DSP employees will have access to a supervisor to assist with questions, concerns, or to report incidents as required by NSSDDS policies.

A supervisor will be on-call 20 hours per day between the hours of 4:00 a.m. – 12:00 a.m. (midnight) each day. A DSP may contact a supervisor by calling the on-call number. In most cases, the supervisor will respond to the call at the time the call is made. In the event a supervisor is unable to respond immediately due to attending to another call or other responsibilities, the supervisor will return the call as soon as possible.

If leaving a message is required, a DSP shall leave their name, the client's name (if applicable) and a contact number for follow up.

In the event assistance is needed between the hours of 12:00 a.m. – 4:00 a.m., the DSP will leave a message and the supervisor shall return the call as soon as possible following 4:00 a.m. If the situation is deemed an emergency, the DSP shall follow established policy and protocol for responding.

NSSDDS will provide the on-call number to all employees. Employees shall keep on-call supervisor contact information available at all time, such as in their cell phone or other equipment.



## Article 22 EMPLOYMENT AT WILL

1. Employment with Next Step Strategies Developmental Disability Services (NSSDDS) is “At Will.” This means that an employee may terminate their employment at any time. It also means the Agency may terminate employment at any time, with or without notice or cause. (While the Agency generally adheres to progressive discipline, it is not bound or obligated to do so.) Again, in the Agency’s sole discretion, an employee may be terminated at any time, with or without notice or cause.
2. “At-Will” employees are not guaranteed, in any manner, that they will be employed for any set period of time. No one in the Agency, except the Executive Director (as the designated representative of the Board in a written, signed contract), may make representation or promise to anyone that they are other than an “At-Will” employee. Any employee, manager, or supervisor who makes such a representation or promise is not authorized to do so.

## Article 23 EMPLOYEE GRIEVANCE PROCEDURE

The procedures set forth in this section shall be available to permanent employees aggrieved by some administrative action, or some refusal to grant a requested action. All employees (except the Executive Director) must exhaust these grievance procedures prior to communication concerning any employee grievance with any Board Member, unless there is a clear threat of irreparable harm to the program or to an individual served, in the absence of immediate action which the Executive Director has refused to take. In the latter case, the matter should be communicated directly to the Chairperson of the Board, if available, and if not, to any other Board member at the earliest reasonable time.

1. *Informal Efforts Required:* After a grievance arises, the aggrieved employee shall first communicate with the employee whose conduct is the subject of complaint, and there should be a demonstrated effort to resolve the matter informally and individually at the onset.
2. *Request for Grievance Meeting:* If, after the expiration of a reasonable time and opportunity for informal resolution of the matter, it remains unsettled, the employee may request a grievance meeting with the Executive Director. The request shall be in writing and signed by the aggrieved employee. It shall be delivered to the Executive Director personally, and a copy thereof retained by the employee. In order for the request to be valid and acceptable, it must contain: a plain, concise and complete statement of the facts and circumstances of the grievance; substantially all information, pro and con, known to the employee related to the grievance; and a specific statement of what administrative action the employee requests the Executive Director to take, or to refrain from taking, as a means of alleviating the problem.
3. *Scheduling of Grievance Meeting:* Upon receipt of a proper request for a grievance meeting, the Executive Director shall schedule the requested meeting at a reasonable place and time to be selected by the Executive Director, but not to occur later than fifteen (15) days after the Executive Director’s receipt of the request. Time periods of Board-approved absences of the Executive Director shall not be included in the

computation of any time prescribed under this rule.

4. *Grievance Meeting Procedure:* At the grievance meeting, the Executive Director shall preside and consider such evidence, information and arguments as may be deemed by the Executive Director to be appropriate to a proper understanding of the grievance, and to a proper evaluation of the relief sought. At the conclusion of the meeting, the Executive Director may announce a decision or may opt to take the matter under advisement.
5. *Formal Decision of the Executive Director:* Within seven (7) days following the conclusion of the grievance meeting, the Executive Director shall determine whether or not the requested relief is in the best interest of the program and shall communicate to the employee in writing the decision, either to grant or deny the requested relief, accordingly. He shall send a duplicate copy to the employee's immediate supervisor. The Executive Director may use the Complaint Resolution Plan to clarify employee concerns/complaints as well action plans and parties responsible for action plans to be taken. (See Appendix F – Complaint Resolution Plan)
6. *Appeals (When Permitted):* The procedure of appealing a decision of the Executive Director is not available as a means of causing the Board of Directors to substitute its administrative judgment for that of the Executive Director. However, an appeal is available if the Executive Director's actions are illegal, contrary to policy promulgated by the Board of Directors, or constitutes an abuse of the Executive Director's discretion in the administration of the program. Such cause for appeal must be clearly documented and specified prior to taking a matter before the Board of Directors.
7. *Request for Board Review:* An employee desiring to appeal a decision of the Executive Director on one or more of the aforesaid grounds, shall deliver a request for Board review to the Chairperson of the Board of Directors, if available, or to some other member of the Board of Directors if the Chairperson is unavailable, within seven (7) days following receipt of the decision of the Executive Director. The request shall be in writing and signed by the employee, and it shall have appended to it a copy of the request for a grievance meeting, and the written decision of the Executive Director, if one has been provided. Additionally, it shall contain a brief and concise statement stating wherein and why the conduct of the Executive Director is claimed to be illegal, contrary to policy promulgated by the Board, or an abuse of discretion, and finally what specific relief the employee requests the Board to grant as a means of alleviating the problem. This procedure shall constitute the only means of challenging the Executive Director's authority and responsibility for ultimate supervision of all employees.
8. *Board Consideration of the Appeal:* Thereafter, the Board shall consider the request and conduct such investigations, hearings, and other actions as the Board shall deem appropriate, and shall grant or deny the requested relief within a time that is reasonable under all the circumstances surrounding the problems and the appeal. The Executive Director shall attend all Board meetings where grievance appeals are heard.

## **Article 24 DISCIPLINARY ACTION**

An employee may be reprimanded, suspended, or dismissed by the Executive Director when such disciplinary action becomes necessary in the interests of the program. Disciplinary action will be documented on all Employee Counseling forms and explained to the employee. All discharges and suspensions will be reported to the Board of Directors if deemed appropriate. The Executive Director does

not need a reason to terminate any employee as all employees are “employees at will.” However the following are some of the reasons for disciplinary action:

- a. Incompetence
- b. Person served abuse
- c. Person served neglect
- d. A criminal offense
- e. Loss of credentials or failure to continue to meet qualifications for the job
- f. Misappropriation and destruction or loss of property
- g. Failure to inform the Executive Director of information necessary for effective administration
- h. Insubordination
- i. Misconduct (such as a moral or criminal offense)
- j. Failure to return from leave or to report regularly for work
- k. Excessive tardiness or absenteeism
- l. Using sick and medical leave benefits excessively or unnecessarily
- m. Repeated suspensions
- n. Unsatisfactory performance of assigned duties
- o. Violation of the drug and alcohol/controlled substance policies
- p. Failure to report a work-related injury in a timely fashion
- q. Failure to report any incident or complaint through the appropriate channels
- r. Failing to clearly communicate any incident or complaint
- s. Any act of lying, cheating or stealing
- t. Callous or harsh behavior toward any person served or any family member of any person served
- u. Other such causes requiring disciplinary action in the interest of the program
- v. Breach of confidentiality
- w. Making disparaging comments to or about a person served
- x. For any other reason at the discretion of the Executive Director

## **Article 25 WHISTLEBLOWER POLICY**

1. All staff and employees have the right to complain of anything they perceive to be improper, unethical or illegal. All complaints, of any nature, will be taken seriously and investigated.
2. Next Step Strategies Developmental Disability Services (NSSDDS) shall not take any retaliatory action or tolerate any reprisal against any staff or employee for any of the following:
  - a. Disclosing or threatening to disclose to the Executive Director, any Supervisor or Department Head or other official or to a public body, agency or department an activity, policy or practice that the employee reasonably believes is in violation of a law rule or regulation.
  - b. Providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry into any violation of law, or a rule or regulation.
  - c. Objecting to or refusing to participate in any activity, policy, or practice that the employee reasonably believes is:

- I. A violation of a law, rule or regulation;
  - II. Fraudulent or criminal; or
  - III. Incompatible with a clear public policy mandate concerning public health, safety or welfare.
3. The employee must first bring the violation to the attention of the Executive Director, or any Supervisor or Department Head.
  4. Disclosure to NSSDDS is not required where:
    - a. The situation is an emergency;
    - b. The staff or employee reasonably fears physical harm; or
    - c. The employee is certain, with a reasonable basis for that certainty, that the Executive Director, a Supervisor or Department Head know of the violation and NSSDDS has had a reasonable opportunity to correct the activity, policy or practice.
  5. Compliance, investigation and reporting to any appropriate agency shall be performed by the "Compliance Committee" consisting of the Executive Director and a Supervisor or Department Head who is in direct contact with the complainant and a Supervisor or Department Head from an area that is not in regular contact with the complainant. Appropriate procedures shall be determined on a case-by-case basis by the Compliance Committee.
  6. A file shall be created by the Executive Director, and maintained by the Executive Director on behalf of the Compliance Committee, for each complaint filed with NSSDDS. Each file shall include a copy of the complaint, a record of the investigation including a time line of all efforts taken and the name of the individual performing the investigation, and a final determination with a record of any action taken.
  7. Confidentiality with regard to complaints shall be maintained except in those circumstances where reporting is required by any law, rule, or regulation, or policy of Next Step Strategies Developmental Disability Services.
  8. All complaints must be made in writing, dated and signed by the complainant before they will be investigated. Complaints may be prepared by the Executive Director, any Supervisor, Program Coordinator or Department Head on behalf of the complainant when a complaint is made orally. Refusal to sign a written complaint shall be noted on the written complaint.

## Article 26 TERMINATION OF EMPLOYMENT

1. Termination of an employee by the Executive Director usually will include at least two weeks' notice if the probation period has been satisfactorily completed. In lieu of notice, two weeks' pay plus eligible

accrued leave may be granted. The Board of Directors reserves the right to discharge any employee without notice, without severance pay, and without accrued vacation pay. The Board of Directors reserves its rights under "Employment At Will" as per Oregon statutes. Written notice will be given to an employee prior to or upon termination.

2. Any employee who wishes to terminate employment in good standing shall present a written resignation to the Executive Director at least two weeks in advance of the anticipated termination date. Failure to give proper termination notice will be recorded in the employee's personnel file and may be cause for denying the person future employment. Employee resignations will be promptly reported to the Board by the Executive Director as appropriate.

**Article 27**  
**COBRA**  
**(CONTINUATION OF HEALTH INSURANCE COVERAGE)**

1. The Consolidated Omnibus Budget Reconciliation Act (COBRA) gives workers and their families who lose their health benefits the right to choose to continue group health benefits provided by their group health plan for limited periods of time under certain circumstances such as voluntary or involuntary job loss, reduction in the hours worked, transition between jobs, death, divorce, and other life events. Qualified individuals may be required to pay the entire premium for coverage up to 102 percent of the cost to the plan.
2. COBRA generally requires that group health plans sponsored by employers with 20 or more employees in the prior year offer employees and their families the opportunity for a temporary extension of health coverage (called continuation coverage) in certain instances where coverage under the plan would otherwise end.
3. Employees of NSSDDS covered by a health, dental and/or vision plan have the right to choose this continuation coverage if group coverage is lost because of a reduction in hours of employment or the termination of employment (for reasons other than gross misconduct).
4. The spouse/dependent of an employee covered by the health, dental and/or vision plans have the right to choose continuation coverage if group coverage is lost for any of the following reasons:
  - a. The death of the spouse,
  - b. A termination of the spouse's employment (for reasons other than gross misconduct) or reduction in a spouse's hours of employment with NSSDDS,
  - c. Divorce or legal separation from the spouse, or
  - d. The spouse becomes entitled to Medicare.
5. In the case of a dependent child of an employee covered by the health, dental and/or vision plans, he/she has the right to continuation coverage if group coverage under the health, dental and/or vision plans is lost for any of the following reasons:

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- a. The death of a parent,
  - b. A termination of a parent's employment (for reasons other than gross misconduct) or reduction in a parent's hours of employment with NSSDDS.
  - c. Parent's divorce or legal separation,
  - d. A parent becomes entitled to Medicare, or
  - e. The dependent ceases to be a "dependent child" under the health, dental and/or vision plan (age 26, unless permanently disabled and unable to be self-supporting.)
6. Under the law, the employee or family member has the responsibility to inform NSSDDS Business Manager of a divorce, legal separation, a child losing dependent status, or Social Security Disability determination within sixty (60) days of the event or the date on which coverage would be lost under the health, dental and/or vision plans, whichever is later.

## **SECTION IV**

### **General Employment Policies, Rules & Procedures**

#### **Article 28**

#### **VIOLATIONS OF PERSONNEL POLICIES**

Any employee who fails to comply with Next Step Strategies Developmental Disability Services (NSSDDS) policies may be subject to disciplinary action, up to and including termination.

#### **Article 29**

#### **CODE OF ETHICS**

1. The purpose of this policy is to provide guidelines regarding ethical matters that may arise while working for Next Step Strategies Developmental Disability Services (NSSDDS). Some of the policies listed below are more detailed than others and are listed separately throughout this Policy Manual.
2. It is the policy of NSSDDS that all employees and volunteers act in an ethical manner when working with other employees, volunteers, persons served, and their families. This policy provides standards that NSSDDS expects its employees and volunteers to follow. All employees and volunteers are expected to recognize, value, and exemplify ethical conduct when working for NSSDDS. Any unethical behavior will not be tolerated and will be subject to discipline, up to and including termination. While specific examples are offered to illustrate various situations, these examples are not all-inclusive.
3. Ethical Standards and Expectations:
  - a. Staff will be cognizant that they are in positions of influence. Employees will avoid dual relationships (personal and professional) that could impair their judgment, or lead to the potential for exploitation or special treatment.
  - b. Employees will be courteous and respectful when working with individuals served, family members or other representatives of persons served, advocacy and other professional organizations, and service providers. Employees will not show favoritism to any person or group.
  - c. Employees will take reasonable personal action, or inform responsible authorities, or inform those persons at risk, when the conditions or actions of persons served indicate that there is clear and imminent danger to persons served or others. When possible, the person served will be advised that this action will be taken.
  - d. Employees will also ensure that persons served and, as appropriate, their family and representatives, participate fully in the development of their Individual Support Plans (ISP's); that the choice of the person served is provided when selecting vendors; and that a full range of employment options are considered. NSSDDS should offer a reasonable opportunity for success.
  - e. Employees will not accept additional compensation for their work from individuals served, service providers or anyone else. This includes but is not limited to the acceptance of gratuities, rewards,

gifts or other items of worth. Plaques and similar items for service recognition may be accepted. The appearance of, or perception of, preferential treatment or loss of impartiality should always be avoided. If you receive such compensation and it cannot be returned, turn it over to your supervisor.

- f. NSSDDS employees will refer any/all requests to witness documents (i.e. power of attorney, guardianship, advance documents, etc.) for the person served or by the guardian or other family members to their Program Coordinator. The Program Coordinator will consult with the person served and/or guardian/family member regarding the request and make a decision regarding the request based on the needs and well-being of the person served.
- g. Honorariums, payments for expert witness testimony or responding to a subpoena, and other similar forms of compensation should usually be paid to NSSDDS. Compensation can be accepted for actual costs incurred such as mileage, lodging and meals, as long as the state is not also charged for the expenses.

*Harassment and Discrimination:* NSSDDS will not tolerate any form of sexual harassment. All violators of this policy should be immediately reported to the Program Coordinator or Executive Director.

#### 4. *Equal Opportunity*

- a. Employees must be aware that personal biases can affect and influence the performance of job duties. Employees must ensure that their personal biases will not result in discriminatory behaviors toward co-workers or persons served. Employees must not impose their personal beliefs on individuals served or co-workers.
- b. Employees will strive to eliminate attitudinal barriers, including stereotyping and discrimination, toward people with disabilities and will enhance their own sensitivity and awareness toward people with disabilities. Diversity training is offered periodically to help employees better understand people with disabilities and their backgrounds.

#### 5. *Drug and Alcohol Use:* The manufacturing of, possession, distribution, dispensation, sale, or use of alcohol, drugs and/or other controlled substances by employees or volunteers on ADD premises is prohibited.

- a. No employee may show up for work while under the influence of alcohol, illegal drugs, or other controlled substances. NSSDDS recognizes the problems arising from drug and alcohol use. To address these issues, we offer employees assistance through the confidential Employee Assistance Program.
- b. The formal policies of NSSDDS regarding substance abuse and alcohol and drug testing shall be the primary directive in the areas of controlled substances, drugs (both controlled and uncontrolled), alcohol, tobacco, and other substance.

#### 6. *Use of Agency Materials or Property:* NSSDDS expects that employees and volunteers will not:

- a. Materially alter or destroy NSSDDS property or records without proper authorization.
- b. Borrow or use NSSDDS property, unless for the use of NSSDDS.



- c. Any removal of NSSDDS property for personal, non-work related use is not permissible, with or without prior supervisory approval.
7. *Workplace Safety*: All employees and volunteers are expected to follow and adhere to safety policies to ensure a safe work environment for all employees.
8. *Firearms and Weapons*: Weapons of every kind, including firearms, will not be permitted on NSSDDS premises unless sanctioned for use (for example: Police).
  - a. A permit is not a sanction to carry a weapon.
  - b. This includes vehicles parked on NSSDDS property.
  - c. Concealed firearms are never appropriate on the property of NSSDDS.
  - d. In the same light, no weapon is appropriate on the premises or in vehicles parked on NSSDDS property.
9. *Workplace Violence*: Workplace violence can be any act of physical violence, threats of physical violence, harassment, intimidation or other threatening, disruptive behavior that occurs at a work-site. Workplace violence can affect anyone, at any time, in any job position. There is no way to predict human behavior, the best prevention is trying to identify any problems early and dealing with those problems. It is up to each employee to help make NSSDDS a safe place for all of us.
  - a. All employees will treat others with respect, as well the persons receiving services, parents, guardians, and families.
  - b. Staff can and should expect NSSDDS management to care about staff safety and provide the safest working environment possible by dealing with any threatening or violent situations as they may occur.
  - c. If a possible threatening or violent situation is occurring, or is about to occur: DIAL 911 immediately! Try to remove the persons receiving services and yourself from the threatening or violent situation.
10. *Accurate Books and Records*: All NSSDDS employees and volunteers must:
  - a. Not intentionally include false or misleading entries in books or records.
  - b. Not intentionally destroy NSSDDS records or information without prior consent from their supervisor.
  - c. Not create or participate in the creation of any records which are intended to conceal anything improper.
  - d. Volunteer knowledge of any untruthful or inaccurate statements or records, whether intentionally or unintentionally made.

- e. Immediately correct and record all errors and adjustments when discovered.
  - f. Honestly and fairly record information about job responsibilities, including attendance, time records, and expense reports.
  - g. Not make financial arrangements for themselves or an NSSDDSDD' person served, their, family members, customers, or individuals receiving service.
11. *Personal Business*: Conducting personal business for profit (for example, selling personal cosmetics or kitchenware) is not permitted. Any solicitation for non-NSSDDS business (for example, selling candy bars for your child's school class, or fund-raising) must have prior approval from the employee's supervisor.
12. *Examples of Improper Acts of Conduct*:
- a. Any act that is subject to prosecution under criminal or civil codes of law is prohibited.
  - b. Any act that is either morally or ethically contrary to the Mission Statement of NSSDDS.
  - c. Any act that would intimidate, harass, bully, abuse or violate any right of any individual served or family of an individual served.
13. *Program Coordinator's Responsibilities*: Supervisors shall be responsible for preventing unethical behavior in the workplace. This responsibility includes the following:
- a. Informing employees of the types of behaviors prohibited, and informing employees about NSSDDS' expectations and procedures for reporting unethical behavior.
  - b. Stopping any observed behavior that may be considered unethical and taking appropriate steps to intervene and report unethical behavior to the Program Coordinator, whether or not the involved employees are within his or her line of supervision.
  - c. Taking immediate action to prevent retaliation, toward the complaining party and eliminating any similar conduct where there has been a complaint of unethical behavior pending investigation. If a situation requires separation of the parties, care shall be taken to avoid actions that appear to negatively impact the complainant. Transfer or reassignment of any of the parties involved shall be voluntary, if possible, and if non-voluntary, shall be temporary pending the outcome of the investigation.
  - d. Failure to carry out these responsibilities will be considered in any performance evaluation or promotional decisions and may be grounds for discipline, up to and including discharge.
14. *Employee Responsibilities*: Each employee including the Program Coordinator of NSSDDS is responsible for assisting in the prevention of unethical behavior by taking the following steps:
- a. Refraining from participation in or encouragement of actions that could be perceived as unethical.

- b. Reporting to a supervisor any unethical behavior.
- c. Employees are expected to cooperate fully in any investigation, whether or not they are directly involved in the alleged unethical behavior.
- d. Any employee or volunteer who fails to comply with this policy or who withholds information during the course of an investigation regarding possible violations of this policy, is subject to discipline up to and including discharge. Depending on the nature of the non-compliance, NSSDDS may have the legal obligation to report the non-compliance to the appropriate authorities.

### Article 30 EMPLOYEE RESPONSIBILITIES

Employees of Next Step Strategies Developmental Disability Services (NSSDDS) provide our persons served and the public with services. As such, we are Public Service employees. Public service employees must provide service to every individual, families and the public in a manner that is courteous, professional, equitable, efficient and effective. Employees must be sensitive and responsive to the changing needs, expectations and rights of a diverse person served while respecting the framework within which service is provided.

1. *Courteous Behavior:* Every Employee is expected to be courteous. Courtesy must be practiced by everyone throughout NSSDDS, and courteous behavior is viewed as underpinning every interaction. Courtesy among employees is as important as courtesy to persons served and customers. We want to extend the concept of courtesy not only to customers and employees, but to everyone who has contact with this organization, including the community at large. Courtesy among employees at all levels in the organization is as important as the provision of courtesy to the customers. Moreover, this courtesy is the very basis of customer courtesy. Employees treated internally with respect and honor will most often give that same treatment to customers.
  - a. Employees are to treat each other in the workplace with respect and dignity and must not engage in discrimination or harassment.
  - b. Employees will be courteous and respectful when working with individuals, family members or other representatives of persons served. Employees will not show favoritism to any person or group.
  - c. All employees play a critical role in providing an interface between the person served, the person's family, customers and the many aspects of their lives, and for this reason NSSDDS seeks out people who present themselves in a friendly and professional manner. The ability to deal patiently with problems, crises and complaints and to remain courteous when faced with difficult or angry people is very important. All employees need to be flexible and patient.
  - d. All employees are representatives of NSSDDS. Every word spoken, every action taken reflects upon NSSDDS. The conduct and language of all employees in the workplace must meet acceptable social standards and must contribute to a positive work environment. An employee's conduct must not compromise the integrity of NSSDDS.

2. *Communication*: The Executive Director is responsible to the collective Board of Directors and bears the burden for communicating all information necessary for the Board's effective functioning. The Staff bears the burden of communicating to the Executive Director all information required for effective administration of the program.
3. *Hours and Duties*: All employees are compensated for the actual responsibilities and duties of their position.
  - a. From time to time work demands may require additional or extra time. However, sustained periods of overtime are neither expected nor considered desirable.
  - b. Employees are required to attend staff meetings as part of their responsibilities.
4. *Job Descriptions*: Job descriptions are established and shall be maintained up-to-date for each position. The descriptions will be reviewed and updated periodically by the Executive Director. Individual employees will be expected to assist in maintaining up-to-date relevant job descriptions by recommending changes as needed.

### **Article 31 PEOPLE FIRST LANGUAGE**

1. People First Language describes what disability a person HAS, not what the person IS.
2. People First Language puts the person BEFORE the disability.
3. People First Language means avoiding the use of words or phrases that evoke pity or fear, or that have a negative connotation. Employees, for example, should avoid words such as abnormal, birth defect, burden, deformed, disfigured, invalid, imbecile, idiot, moron, cripple, palsied, spastic, tragic, victim, suffers from, or stricken with.
4. People First Language demonstrates good manners and respect as well as the Golden Rule.
5. People First Language can change the way we see a person, as well as the way the person sees themselves.

### **Article 32 RESPECTING PERSONS RECEIVING SERVICES**

1. Very often abuse is the result of disrespect. Employees shall not refer to a person served in demeaning or uncomplimentary terms. An employee who is verbally abusive is a prime candidate to do worse, and this behavior will not be tolerated by Next Step Strategies Developmental Disability Services (NSSDDS).
2. When it is necessary to discuss an individual the agency serves, staff shall take care that the conversation is not over heard by that individual or others.

3. Adults should be treated like adults, spoken to as adults, and talked about as adults.

### Article 33 NON VIOLENT CRISIS- OIS

1. *Policy:* Seclusion and restraint are not used in Next Step Strategies Developmental Disability Services (NSSDDS) programs.
2. *Non-violent Intervention:* NSSDDS direct-care employees working with a person served who requires special training outlined in their Positive Behavior Support Plan will receive training in The Oregon Intervention System (OIS) either prior to employment as part of the Minimum Qualifications or within 90 days of their hire, and annual renewals are required as well. Refusal to complete the training will result in reassignment, if available, to an individual who does not require protective physical intervention.
3. *Behavioral Crisis:* Staff should remain cognizant of policies regarding abuse and neglect of persons served in behavioral crisis situations.
  - a. In the event of an extreme behavioral crisis situation or if a person served becomes extremely violent, the primary staff function should be to prevent the person from harming themselves or others.
  - b. In providing consequences for inappropriate behavior, the staff will not strike, slap, or otherwise physically or verbally abuse individuals served or use other aversive stimulus. Instead, they will employ more humane and respectful ways of interacting and fostering educational training and socialization goals. An individual's rights must be respected.
  - c. Good judgment and common sense are the essential ingredients needed. If other less drastic methods fail to quell the crisis, it may be necessary to call the city police for assistance.
  - d. All severe behavioral incidents will be documented on a "Home or Community Event Registry," which is then placed in the individual's master record.
  - e. The Program Coordinator, will notify the parent/guardian and Executive Director with a complete report.
4. *Positive Behavior Support:* Staff response to behavior problems should emphasize logical and natural consequences for discipline. Persons served who work with a behavior consultant will have a Positive Behavioral Support Plan (PBS) for managing and minimizing challenging behaviors.
  - a. The PBS Plan is included in the Individual Support Plan (ISP) and both documents must be signed by the individual or the individual's guardian prior to implementation of the plan. This will constitute informed consent on the part of the person served and/or guardian.
  - b. Positive Behavior Support plans are a broad approach for problem behaviors that are displayed by people with disabilities. PBS is based on person-centered values and procedures. The PBS Plan is required to be positive and also show respect and dignity to the individual served.

- c. PBS intervention is individually based on the understanding of the person and their environment.

Many strategies are involved as well as the many people included in the life of the individual served.

- d. PBS plans help with strategies for teaching and increasing skills that are intended to replace problem behaviors before they occur; dealing with problems if or when they do occur; and then monitoring the progress of any problems.

- 5. *Crisis Prevention Intervention*: Protective Physical Interventions (OIS) shall be applied only in emergency situations or for individuals having PBS Plans establishing the need for that response.

- a. Only the amount of restraint necessary to keep the individual served from harming themselves or others shall be used.
- b. Staff will be responsible to use judgment and to be certain that physical restraint is applied in such a way that no injury is done to the person being restrained.
- c. The restraint shall be terminated in accordance with the OIS training specific to the person served.
- d. A full documentation of the incident, including the date, time and duration, shall be made immediately in the file of the individual served.
- e. The Program Coordinator, DD Case manager and Parent/Guardian shall be notified at the earliest possible time.
- f. Staff will be certified and receive in-service training in OIS techniques on a bi-yearly basis.

## Article 34 SOCIAL MEDIA

- 1. *Purpose*: This policy exists to ensure that information provided on the Agency website and Facebook page is timely, accurate and relevant, and adheres to all HIPAA guidelines. This policy applies to all social media that is currently used by the Agency or may be used in the future, including website, Facebook, Twitter, message boards, etc. This policy applies to all staff members, board members and volunteers of Next Step Strategies Developmental Disability Services (NSSDDS).
- 2. *Designation of Agency Personnel with Access Privileges*: The Executive Director of NSSDDS or his designee is responsible for accessing and providing all information made available through the Agency website and Facebook page and any other future social media outlet.
- 3. *Violations of Policy*: Any violations of this policy should be referred to the Executive Director. The violation will be reviewed by the Executive Director and discipline up to and including dismissal may occur. In all situations, the privacy of the persons served by NSSDDS must be maintained and HIPAA guidelines followed. The appropriate Releases of Information must be obtained for news information and photographs of Persons Served as well as employees when appropriate.

4. Pictures that include a person served may not be posted to Facebook, Instagram or any other social media site without explicit written consent from the parent or guardian of the person served. If unsure, forward the picture to your supervisor for assistance.

### Article 35 EMPLOYMENT CONFLICTS

1. *Business Arrangements with Relatives of Persons Served:* Employees of Next Step Strategies Developmental Disability Services (NSSDDS) shall not enter into any form of business with persons served or relatives of persons served. Employees are prohibited to co-sign notes for credit, installment loans, purchase contracts, etc., involving any persons served or his/her relatives. An employee cannot personally accept or hold any money or property of any kind or description, either directly or indirectly, for or on behalf of a person served or their relatives, except that such property or money may be accepted at the work-site by an employee and held at the worksite until the next earliest opportunity to turn such money or property over to the Program Coordinator for proper and documented deposit into the account of the person served.
2. *Outside Employment/Activities:* Employees shall not engage in outside employment or other activities which may conflict with employment responsibilities or interfere with the job performance of other employees. It is also unacceptable for employees to loiter at an Agency work-site while not on duty.
3. *Personal Conduct:* Employees' personal conduct should be a positive model to individuals served and reflect positively upon the NSSDDS program. While on the job, employees are expected to conduct themselves in a businesslike manner.
4. *Unacceptable Conduct by Staff:*
  - a. Allowing personal friends, relatives, or other non-employees to "visit" at persons served homes for extended periods of time.
  - b. Bringing children to work when unable to find a baby sitter.
  - c. Doing personal laundry in person's served washers and dryers at any time.
  - d. Spending long periods of time making personal telephone calls or making constant text messages while on the job.
  - e. Using or being under the influence of alcohol or non-prescription controlled drugs on the job. Employees found to be under the influence are subject to immediate disciplinary action, including discharge.
  - f. Playing games or listening to music on your phone or device while working for longer than 30 minutes if a shared activity with a person served. Take a break and engage your person served in something else.

### Article 36 VOLUNTEERS

1. The benefits of volunteers as a source of help during structured activities and events for persons served

by Next Step Strategies Developmental Disability Services (NSSDDS) is recognized and appreciated. Volunteers must be approved in advance by the Program Manager and the Executive Director.

2. Volunteers must be able to provide assistance during structured events only. If volunteers are family members of employees, they must be supporting staff in the care of the individuals receiving services, not attending simply for personal recreation.
3. Volunteers will not be paid. They may be provided gate admission, meals, etc., in exchange for their efforts in helping serve the individuals receiving services.
4. Volunteers will be listed by name and address on the community contact reports.

### **Article 37 FORMER EMPLOYEE & PERSON SERVED RELATIONSHIP**

The former employee is urged to recognize that by virtue of the fact that he/she is no longer an employee, his/her relationships are no longer based on professional bonds, but rather bonds of personal friendships. Therefore, discussions of a counseling nature should be avoided, and the persons served should be encouraged to share those questions or thoughts with current staff so as not to detract from ongoing teaching or counseling relationships. Termination of employment may have caused many persons served to feel some loss, but the person served might attempt to view that loss objectively, as caused by a normal life event such as a "change in job," etc. However, if a former staff member continues to build personal friendships with the person served, it may inevitably become necessary to again end that friendship due to another move, busy schedule, loss of interest, etc. A second such termination of the relationship could cause greater feelings of rejection than the original termination of employment. Such rejection should be avoided.

### **Article 38 SUBSTANCE ABUSE (ALCOHOL AND DRUG)**

Using or being under the influence of alcohol or non-prescription controlled drugs on the job is prohibited. Employees of Next Step Strategies Developmental Disability Services (NSSDDS) found to be under the influence of alcohol or nonprescription controlled drugs are subject to immediate disciplinary action, including discharge. Employees are also expected to not use prescription drugs in a manner that impedes their performance while at work.

It is the purpose of NSSDDS to help provide a safe and drug-free work environment for our persons served and our employees. With this goal in mind and because of the serious drug abuse problem in today's workplace, we are establishing the following policy for existing and future employees of NSSDDS.

1. The purpose of this policy is to set consistent and clear-cut guidelines for the handling of substance abuse cases involving agency employees. In appropriate cases, disciplinary action will be taken in accordance with the provisions of the policy.
  - a. It is the individual responsibility of each employee and applicant for employment to read,



understand, and abide by the provisions of this policy. Any questions about the application of this policy may be directed to supervisory personnel or to the Executive Director.

- b. Employees with substance abuse problems must understand that they are personally responsible for seeking evaluation and undertaking rehabilitation. Any employee who is aware that he/she is dependent upon alcohol or drugs and who either voluntarily admits his/her dependency to his/her departmental supervisor or voluntarily seeks treatment for his/her problem shall not be subject to discipline for having admitted that he/she has such a problem, nor for seeking treatment for such a problem.
  - c. Those employees who conceal substance abuse problems from their supervisor and do not voluntarily seek help, place their employment in jeopardy. In the event a concealed substance abuse problem adversely affects job performance, causes or contributes to misconduct, either on or off duty, or causes the employee to become involved in criminal activity or proceedings, the employee will be subject to formal discipline as prescribed in this policy.
  - d. The provisions of this policy shall apply to all employees of the NSSDDS and to all applicants for positions with the NSSDDS. NSSDDS shall apply this policy in a manner consistent with its obligations under state and federal law.
2. *NSSDDS Explicitly Prohibits:*
- a. The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on Agency or customer premises or while performing an assignment.
  - b. Being impaired or under the influence of legal or illegal drugs or alcohol away from NSSDDS or customer premises, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk NSSDDS's reputation.
  - c. Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from NSSDDS or customer premises, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk NSSDDS's reputation.
3. *Drug Testing:* NSSDDS may conduct drug testing under any of the following circumstances:
- a. **For-Cause Testing:** NSSDDS may ask an employee to submit to a drug test at any time it feels that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness.
  - b. **Post-Accident Testing:** Any employee involved in an on-the-job accident or injury shall be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job accident or injury" means not only the one who was injured, but also any employee who potentially contributed to the accident or injury event in any way. It is the intention of NSSDDS to have a drug and alcohol free environment for its persons served and employees.

- I. Where the employee fails to obey any rule or policy adopted by the employer relating to a drug-free workplace or the use of alcohol or non-prescribed controlled drugs in the workplace,  
  
Any compensation and/or death benefit provided for herein shall be reduced fifty percent if the injury was sustained in conjunction with the use of alcohol or non-prescribed controlled drugs.
  - II. If, however, the use of alcohol or non-prescribed controlled drugs in violation of the employee's rule or policy is the proximate cause of the injury, then the benefits or compensation otherwise payable under this chapter for death or disability shall be forfeited.
  - III. The voluntary use of alcohol is considered excess as it relates to the percentage of blood alcohol sufficient under Oregon law to constitute legal intoxication.
  - IV. All specimen collection and testing for drugs and alcohol under this Policy shall be performed in accordance with the procedures provided for by the United States Department of Transportation rules for workplace drug and alcohol testing compiled at 49 C.F.R., Part 40.
4. *Confidentiality of Testing Information:* All information regarding the testing of applicants and employees shall be confidential.
- a. Testing results will not be placed in the general personnel file, but rather kept in a separate confidential medical folder, which is kept under the control of the Executive Director. The Executive Director will only release the contents of the confidential medical folder on a strict need to know basis to management level members of the agency, to the Board of Directors upon request of the Board, and to the tested employee upon request.
  - b. Disclosure without employee consent is also authorized if:
    - I. production of the information is compelled by law, or by judicial or administrative process;
    - II. the information has been placed at issue in a formal dispute between the agency and the employee;
    - III. the information is to be used in administering the employee benefit plan;
    - IV. the information is needed by medical personnel for the diagnosis of the employee, and he/she is unable to authorize disclosure.
5. *Appeal Rights:*
- a. An employee who receives a positive result on a drug or alcohol screen shall have the right to have an additional test performed on the same date as the original test was performed. Failure to request a re-test within that period of time shall result in a forfeiture of the right to a re-test.
  - b. An employee who receives formal discipline for violation of the provisions of this policy is entitled to the grievance/appeal rights in the Personnel Policy.

**Article 39**  
**SEXUAL HARASSMENT**

In order to provide a productive and pleasant working environment and environment for persons served, it is important that we, Next Step Strategies Developmental Disability Services (NSSDDS), strive to maintain an environment characterized by mutual respect. Accordingly, sexual harassment will not be tolerated.

1. *Sexual harassment*

- a. Sexual harassment consists of interaction between individuals of the same or opposite sex that is characterized by unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
  - I. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, living conditions, services received, and/or educational evaluation;
  - II. Submission to or rejection of such conduct by an individual is used as the basis for tangible employment, service, or educational decisions affecting such individual; or
  - III. Such conduct has the purpose or effect of unreasonably interfering with an individual's work or academic performance or creating an intimidating, hostile, or offensive working, service, or educational environment.
2. Unwelcome sexual conduct is conduct that is sufficiently severe or pervasive as to alter the conditions of service, education or employment and create an environment that a reasonable person would find intimidating, hostile or offensive. The determination of whether an environment is "hostile" must be based on all of the circumstances. These circumstances could include the frequency of the conduct, its severity, and whether it is threatening or humiliating.
3. It is a violation of this policy to engage in retaliatory acts against any employee or person served who reports an incident of alleged sexual harassment, or any employee or person served who testifies, assists or participates in a proceeding, investigation, or hearing, relating to such allegations of sexual harassment.
4. Sexual harassment is a form of sex discrimination, consisting of unwanted sexual advances that would create a hostile work environment. Examples of prohibited sexual harassment include:
  - a. Supervisors or managers explicitly or implicitly suggesting sex in return for hiring, compensation, promotion, or retention decisions.
  - b. Verbal or written sexually suggestive or obscene comments, jokes, or propositions.
  - c. Unwanted physical contact, such as touching, grabbing, or pinching.
  - d. Displaying sexually suggestive objects, pictures or magazines.
  - e. Continual expression of sexual or social interest after any indication that such interest is not desired.
  - f. Conduct with sexual implications when such conduct interferes with the employee's work performance or creates an intimidating work environment.

- g. Suggesting or implying that failure to accept a request for a date or sex would adversely affect the employee, with respect to a performance evaluation or promotion.
  - h. Any conduct of a sexual nature by an employee towards a person served.
5. *How to Handle a Complaint:*
- a. In order to take appropriate corrective action, NSSDDS must be aware of sexual harassment or related retaliation. Therefore, anyone who believes that he or she has experienced or witnessed sexual harassment or related retaliation, should promptly report such behavior to their supervisor or the Executive Director.
  - b. All reports or complaints shall be made as promptly as feasible after the occurrence. (A delay in reporting may be reasonable under some circumstances, as determined on a case-by-case basis. An unreasonable delay in reporting, however, is an appropriate consideration in evaluating the merits of a complaint or report.)
  - c. Any Program Coordinator who experiences, witnesses or receives a written or oral report or complaint of sexual harassment or related retaliation shall promptly report it to their supervisor or the Executive Director. This section of the Policy does not obligate a supervisor who is required by the supervisor's professional responsibilities to keep certain communications confidential (e.g., a professional counselor) to report confidential communications received while performing those professional responsibilities.
  - d. An employee who feels that he or she has been harassed, or has knowledge that another employee or person served has been harassed, is strongly urged to immediately bring the subject to the attention of his/her supervisor or to the Executive Director. Inquiries and/or complaints will be investigated as quickly as possible. Any investigation will be conducted in as confidential manner as is compatible with a thorough investigation of the complaint.
  - e. NSSDDS will do everything consistent with enforcement of this policy and with the law to protect the privacy of the individuals involved and to ensure that the complainant and the accused are treated fairly. Information about individual complaints and their disposition is considered confidential and will be shared only on a "need to know" basis.
6. This policy seeks to encourage persons served, supervisors, and all employees to express freely, responsibly, and in an orderly way opinions and feelings about any problem or complaint of sexual harassment. Retaliation against persons who report or provide information about sexual harassment or behavior that might constitute sexual harassment is also strictly prohibited. Any act of reprisal, including internal interference, coercion, and restraint, by an employee of NSSDDS or by anyone acting on behalf of the NSSDDS, violates this policy and will result in appropriate disciplinary action.
7. Reports or complaints under this policy shall be addressed and resolved as promptly as practicable after the complaint or report is made. Ordinarily, investigations shall be concluded and reports completed no later than 90 days following the receipt of a complaint.
8. Any employee found to have harassed another employee or applicant for employment will be subject to appropriate disciplinary action, including reprimands, suspension, or termination of employment.

- a. A person committing sexual harassment may also be held legally liable for his or her actions under applicable law.
- b. This sexual harassment policy shall not, however, be used to bring frivolous or malicious complaints against a person receiving services, co-workers and other employees. If a complaint has been made in bad faith, as demonstrated by clear and convincing evidence, disciplinary action may be taken against the person bringing the complaint.

## **SECTION V**

### **Health and Safety**

#### **Article 40**

#### **STAFF INJURIES**

1. *On The Job Injuries*
  - a. First-Aid / Emergency Treatment:
    - i. If injured on the job in any way, tell your supervisor at once and get first-aid treatment.
    - ii. If the injury needs treatment by a professional, go to the Emergency Room at Next Step Strategies Developmental Disability Services Medical Center.
  - b. Reporting:
    - i. The supervisor will complete an NSSDDS Incident Report, signed by the employee, as well as a Supervisor's Accident Investigation Report.
    - ii. The supervisor will immediately inform the NSSDDS Administrative Office of any injury requiring treatment by a professional or requiring time off.
    - iii. If a job-related injury results in hospital admission (or death), the supervisor or the Business Manager must contact the Agency's workman's compensation insurance carrier immediately.
    - iv. A "Report of Injury" form will be completed on every reported injury, however minor, and submitted to the workman's compensation insurance carrier, who will report it to the Missouri Division of Workers' Compensation.
    - v. This report must be submitted within 10 days of the injury.
  - c. Medical Bills:
    - i. All medical bills pertaining to the injury should be sent or turned in to the office. These bills will be submitted to the workers' compensation insurance carrier for payment.
    - ii. If you are required to make payment at the time of services, the workman's compensation insurance will reimburse you.
    - iii. Once you are released by the doctor, inform the NSSDDS office.
  - d. Failure to Report:
    - i. A notice to your employer of every accident is required by law.

- ii. Employees who fail to promptly report any injury may have to pay for their own medical treatment and may lose your compensation benefits.
- e. Billing Limitation: on-the-job injuries are billable only to workman's compensation, and NSSDDS is prevented by law and by board policy from any payment or compensation beyond that paid by the workman's compensation insurance carrier.
- f. Post-Accident Drug Test: Any accident requiring medical attention will also require the employee(s) involved to take a post-accident drug test. It shall be the employee's responsibility to seek drug testing for all accidents resulting in an injury that requires medical attention.

## 2. *Reporting Health-Related Issues*

- a. Employees who become aware of any health-related issue, including any injury, illness or pregnancy, should notify their supervisor of their health status. This policy is instituted strictly to protect the employee.
- b. A written "Permission to Work" form from the employee's treating physician is required at the time or shortly after notice has been given. The doctor's note should specify whether the employee is able to return to work and any restrictions on their ability to perform regular work duties.
- c. A leave of absence may be granted on a case-by-case basis. If the need arises for a leave of absence, employees should notify their supervisor on the day they receive notice.

## Article 41 EMERGENCY MEDICAL CARE FOR PERSONS SERVED

- 1. *Emergency Medical Care Procedures:* In the event of medical emergencies, the following measures should be taken:
  - a. First aid measures should be taken by on-duty staff if appropriate.
  - b. In the event of serious illness or injury, an ambulance should be called and the person transported to the Emergency Room at the local hospital
  - c. An Incident & Injury Report is to be filled out and sent to DD Case Manager and Executive Director or supervisor.
  - d. NSSDDS administrative staff responsible for medical care coordination and the families of the injured or ill person should be promptly contacted by the on-duty staff member.
- 2. *Seizure Care:*
  - a. If a person served has a seizure, all harmful objects should be moved out of the way. Do not interfere with the seizure of place anything between the person's teeth. Stay with the person served until they are fully conscious and aware of their surroundings. Monitor ABC's and give nothing by mouth. Turn the person served on their side if vomiting occurs.

- b. If a person served who has been previously seizure-free has a seizure, the physician should be notified immediately, and the event reported to Supervisor or Executive Director.

## **Article 42 HOME AND COMMUNITY EVENTS REPORTING**

### *1. Injuries:*

- a. A full description of the injury will be reported on the Home and Community Event Report stating when, where and how the injury occurred, who was involved, including responsible staff, and what steps were taken.
- b. A separate document should be completed if more than one person was involved.
- c. Written documentation shall be submitted to the case manager within 24 hours, or one business day.
- d. The Home and Community Event Report will be file separately from master record of the person served.

### *2. Incidents:*

- a. Unauthorized absence, suicide threat and attempt, assaultive behavior, medication incident, use of physical restraints, and miscellaneous incidents will be documented on the Home and Community Event Report form.
- b. The above incidents will be reported immediately to the Program Coordinator, Executive Director, and Support Coordinator.
- c. Written documentation shall be submitted to the Support Coordinator within 24 hours, or one business day.
- d. The Home and Community Event Report will be filed separately from the master record of the person served.
- e. When an event occurs which requires immediate medical treatment, NSSDDS facility staff will seek the required treatment and then follow the above procedures for Home and Community Event reporting.

## **Article 43 ELOPEMENT AND WANDERING**

1. In the event of an elopement of a person served, the following steps will be followed:
  - (1) The entire location is searched to assure the person receiving services is not hiding on the grounds.



- (2) If a staff person physically sees an elopement occurring, they are to note the time and try to follow the person receiving services as closely as they can.
  - (3) If the person receiving services will not return to the location, the authorities are to be notified.
2. If a person receiving services is missing and cannot be found, staff are to call the authorities as soon as possible and provide the name of the person served, a description, and an estimate of the general direction the person was heading, if known.

## **SECTION VI**

# **Transportation, Vehicle Safety, Mileage Reimbursement, and Client Data Collection and Progress Report**

### **Article 44 DRIVING AND TRANSPORTING OTHERS**

In some cases, a Direct Support Professional (DSP) may drive a motor vehicle to transport a client into the community or other location, such as a medical or other appointment. This policy is intended to provide information on the requirements for transporting clients and the consequences for failure to adhere to such requirements.

A DSP may only transport a client, if they:

- have permission of the client (or client’s guardian). A DSP may not transport a client without proper authorization; and
  - have a valid driver’s license applicable to the vehicle being operated and a copy of the valid driver’s license is on file with NSSDDS; and
  - have a copy of current proof of insurance on file with Next Step Strategies (NSSDDS); and
  - are operating a vehicle that is currently and properly licensed; and
  - are operating a vehicle that is in good working condition and free of safety hazards; and
  - ensure the client is safely and properly secured in the vehicle in accordance with all laws and regulations; and
  - operate the vehicle in compliance with all traffic and vehicle regulations; and
  - operate the vehicle solely for the purpose of transporting the client (or clients) during the period of time they are transporting the client. A DSP may not perform non-DSP work, such as, other work or personal business while transporting a client, even if such work can be performed simultaneously (for example, grocery shopping, shopping for clothing, etc.)
1. To increase employee safety and eliminate unnecessary risks associated with driving, Next Step Strategies Developmental Disability Services (NSSDDS) has enacted this Driving Policy for all employees operating a personal vehicle for company business or company related travel.
  2. Numerous studies have demonstrated how the use of cell phones, Global Positioning Systems (GPS), smart phones, and other electronic devices while driving pose a significant safety risk. Some studies have shown that use of these devices while driving can increase the risk of being involved in a motor vehicle accident by 4 to 5 times.
  3. When driving on company business in a personal or company provided vehicle, employees may not use cell phones, smart phones, or any other mobile electronic devices while operating a motor vehicle.
    - a. This includes but is not limited to answering phone calls, text messages, and instant messages, making phone calls, reading or typing emails, or programming a GPS device.
    - b. These restrictions do not apply to calls made to report an emergency when the vehicle is parked. In all such cases, all cautionary measures should be practiced.

- c. It is mandatory for all employees and passengers to wear seatbelts and use car seats where appropriate when operating a personal or company vehicle on company business. It is suggested that persons served ride in the back seat and child door locks and window locks are set when appropriate.
4. *Procedure:*
- a. Drivers should consider turning off, or putting on vibrate/silent, their wireless phones before starting the car and while driving.
  - b. Drivers should pull over to a safe place and put vehicle in “park” if a call must be made or received.
  - c. Drivers should pull over to a safe place and put vehicle in “park” if emails need to be checked, if an onboard GPS system needs to be adjusted, or if using any mobile electronic device.
  - d. When possible, pull off a busy road to a parking lot or off ramp, especially if on a narrow shoulder.
  - e. When pulling to a safe place, the use of hazard lights may be warranted.
5. *Violations:* NSSDDS is concerned about the well-being and safety of employees while operating a motor vehicle. This is important and violations of this policy will be considered serious and may result in disciplinary action up to termination.

## **Article 45 AUTOMOBILE ACCIDENTS**

*Reporting Traffic Violations* – A DSP who currently transports or anticipates transporting a client must report all traffic violations to NSSDDS, regardless of whether the infraction occurred during DSP work time. Examples of traffic violations include, but are not limited to, speeding tickets, failure to wear a seatbelt, expired license tags, failure to stop at a red light or stop sign, texting while driving, using a cell phone while driving, reckless driving, driving under the influence, involvement in a collision (regardless of who is at fault), handicap parking fraud, passing a stopped school bus, tailgating, fleeing from law enforcement.

A DSP who is issued a citation for a traffic infraction must report the issuance within 48 hours to NSSDDS.

1. If a staff member of Next Step Strategies Developmental Disability Services (NSSDDS) becomes involved in an automobile accident during the conduct of their duties, they shall summon the police or sheriff to the site immediately.
  - a. NSSDDS provides liability insurance which covers all staff when they drive their own vehicles on behalf of the NSSDDS program, but all employees must have their own insurance, as per Oregon Law, on their own vehicles.
2. *Procedure:*
  - a. Obtain medical aid for anyone injured. If necessary, summon an ambulance to transport the injured to the nearest hospital.

- b. Summon an appropriate law enforcement officer.
  - c. Obtain the names, addresses, telephone numbers, and insurance companies of any drivers or other persons involved.
  - d. Report the accident and relevant information to the administrative staff and the appropriate Program Coordinator.
3. Each facility is also equipped with a “To Go” emergency bag. Each Program Coordinator is responsible for ascertaining the availability of “To Go” bags for NSSDDS staff members in their program/facility. This kit is to be taken on all trips when employees use their personal vehicles. The bag includes: Flashlight, first aid kit, hand wipes, water, snack and a blanket along with items useful for occupying a waiting person served.
4. Violations of this policy will result in discipline, up to and including termination of assignment or termination of employment with NSSDDS.

#### **Article 46 MILEAGE REIMBURSEMENT**

Mileage is reimbursed at the IRS rate in effect at the time the mileage is incurred. Procedures for submitting mileage are included in Appendix K – Mileage Reimbursement. Mileage is only for adult clients with mileage in their plan. Completed forms must be sent to the Executive Director at the end of each month. Texting mileage information is not allowed and will not be included for pay.

## SECTION VII

# Client Data Collection and Progress Reporting

### Article 47 CLIENT DATA COLLECTION AND PROGRESS REPORT

In accordance with State of Oregon regulations, effective July 1<sup>st</sup>, 2022 all Direct Support Professional (DSP) employees are required to submit notes specifically highlighting each client's improvement and independence towards goals and behaviors. This means each DSP is required to write Progress Notes for each client.

#### 1. Report Requirements

Each Progress Note must be supported with anecdotal information or observation data and must be reported using a template or similar, which will include the client's detailed Individual Support Plan (ISP). NSSDDS will provide each DSP with the template for writing the Progress Note and instructions on how to complete the template.

Next Step Strategies will be responsible for submitting monthly reports to Medicaid. Once a month NSSDDS will compile the Notes submitted by each DSP into a Monthly Report and submit the Monthly Report to Medicaid. This means Medicaid will be reading and reviewing all Progress Notes.

#### 2. Timeline for Submitting Reports

All DSP employees are required to comply with this state requirement.

Progress Notes are **due at the conclusion of each pay period and must be submitted not later than the 15<sup>th</sup> and 30<sup>th</sup> of each month**. If a DSP chooses to do the Progress Notes earlier, the DSP should choose a day they can use consistently and submit the Notes on the same day each pay period. Each DSP will be provided 15 minutes for writing the Progress Notes in addition to time working with each client. This time will be added to the DSP hours each pay period; the DSP does not have to log that time.

#### 3. Failure to Properly and Timely Submit Reports

Proper and timely completion of these Progress Notes are a condition of employment. Employees who fail to properly prepare and submit the Progress Note for each client as required will be subject to discipline, including termination of assignment or termination of employment. A DSP who does not meet the timeline for submitting the Notes will be immediately suspended from future assignments until able to demonstrate compliance.

## **SECTION VIII**

### **Medical Care, Medication, and Contagious Diseases**

#### Article 48 UNIVERSAL BLOOD & BODILY FLUID PRECAUTIONS

1. All employees of Next Step Strategies Developmental Disability Services (NSSDDS) shall routinely use the precautions described herein for all care activities for persons receiving services in which exposure to blood or bodily fluids and mucous membranes are anticipated.
2. The purpose of this policy is to prevent contamination of open wounds, eyes, or mucous membranes of persons receiving services and employees; and to comply with the recommendations of the Centers of Disease Control, American Hospital Association, Oregon Department of Health, and the Occupational Safety and Health Administration.
3. *Leadership Responsibilities:*
  - a. *Infection Control Team:*
    - i. Establishes procedures for the prevention and control of infectious diseases.
    - ii. Provides orientation and continuing education materials for all employees regarding universal blood/body fluid precautions.
  - b. *Program Coordinators:*
    - i. Ensure that equipment and supplies to perform the blood/body fluid precautions are available in the home and program area.
    - ii. Monitor the compliance of staff with the procedures as described in this policy.
    - iii. Counsel, retrain, and initiate disciplinary action on employees who fail to comply with this policy.
    - iv. Continually assess individuals for high risk behavior and develop appropriate program plan.
4. *Staff Responsibilities:*
  - a. Adhere to the procedures as described in this policy.
  - b. Reports problems with individual compliance, equipment, and supplies to the supervisor.
5. *Definitions:*
  - a. Blood-Transmissible Diseases includes diseases such as:
    - i. Hepatitis B virus (HBV)
    - ii. Human Immunodeficiency Virus (HIV)
    - iii. Primary and secondary syphilis, etc.

- iv. Any other condition in which the blood or other bodily fluids are infectious
  - b. Blood and Bodily Fluids include: blood, semen, saliva, emesis, spinal fluid, urine, stool, or any other substances excreted or secreted from the body. Persons receiving service care activities in which exposure to blood or bodily fluids is anticipated include: Oral care, perineal care, diapering, wound care, oral and rectal examinations, blood drawing, feeding (when exposure to saliva is likely), dental care, cardiopulmonary resuscitation and handling equipment which is contaminated with blood or bodily fluids (urinals, bedpans, emesis basins, needles, and syringes).
6. *Procedure:*
- a. Disposable gloves must be worn by all staff, especially those persons who have open wounds or dermatitis, during the following or other activities in which blood or bodily fluids may be contacted:
    - i. Dental care
    - ii. Oral care and hygiene
    - iii. Perineal care
    - iv. Diapering
    - v. Wound care
    - vi. Oral and rectal exams
    - vii. Blood drawing
    - viii. Medication injections
    - ix. Handling equipment contaminated with blood or bodily fluids
    - x. Feeding (when contamination with saliva is likely)
    - xi. Cleaning spills
  - b. Hands must be washed thoroughly after removing gloves and other protective gear, after handling contaminated items, and after contact with blood and bodily fluids.
  - c. Staff must supervise and assist persons receiving services as necessary with hand washing and hygiene: e.g., encourage use of Kleenex during respiratory infection; keep nails of person receiving services trimmed, filed and cleaned; and encourage frequent hand washing. Hygiene and grooming articles must be individually assigned.
7. *Incidents and Injuries:* Report all needle stick injuries, bites, scratches, or other possible contact with blood or bodily fluids to your supervisor immediately. Complete the incident/injury form and report as directed.

## **Article 49**

### **MEDICATION TRAINING AND ADMINISTERING MEDICATION**

1. The health, safety and well-being of the persons served at Next Step Strategies Developmental Disability Services (NSSDDS) is of primary concern. Therefore, to assist in ensuring the welfare of all individuals, NSSDDS has developed policies and procedures which address the area of “medications” and medication administration.

2. NSSDDS administration and staff share responsibilities associated with administering medications.
  - a. NSSDDS must establish guidelines, policies, procedures and protocol, including orientation and training of employees.
  - b. Employees are responsible for adhering to the established policies and procedures and to seek clarification or training when needed.
3. The purpose of the Medication Aide training program described below shall be to prepare individuals for employment as medication aides and the objectives shall be to ensure that the medication aide will be able to:
  - a. Define the role of a medication aide;
  - b. Prepare, administer and chart medications by non-parenteral routes;
  - c. Observe, report and record unusual responses to medications;
  - d. Identify responsibilities associated with control and storage of medications; and
  - e. Utilize appropriate drug reference materials.
4. The curriculum content for Medication Aide training shall include procedures and instructions in the following areas:
  - a. Basic human needs and relationships
  - b. Drug classifications and their implications,
  - c. Assessing drug reactions, techniques of drug administration, documentation, medication storage and control
  - d. Drug reference resources
  - e. Infection control
5. Noncompliance with medication procedures is subject to discipline, up to and including dismissal from NSSDDS employment.
6. In an effort to ensure medications are administered safely and responsibly, the following procedures/guidelines will be adhered to:
  - a. Direct care staff will not administer prescribed or over the counter medication prior to receiving approved training in the proper procedures relating to dispensing and recording medications.
  - b. The instructor shall be currently licensed to practice as either a registered nurse or practical nurse in Oregon and will provide client specific training in administering and recording medications.
  - I. NSSDDS RN should be certified with Oregon Association of Nursing Home Administrators, Inc. completing an approved methodology course to instruct Level I Medication Aides & Insulin Administration.
  - II. The RN will use the Medication Aide Training Procedure Manual
  - c. In an effort to ensure all new NSSDDS employees are familiar with NSSDDS Medication Policy and



Procedures, all new employees will be asked to successfully complete instruction.

- d. Before being allowed to pass medications on their own to persons served, new staff must first observe three medication passes. Following that, they must then be observed successfully completing three medications passes.

## Article 50 MEDICATION ERROR REPORTING

1. **Records:** The RN of Next Step Strategies Developmental Disability Services (NSSDDS) maintains a record of all medication errors throughout the year.
2. **Quarterly Report:** At the quarterly Safety Committee meeting, the RN discusses with the Program Coordinators any issues with a staff member or person served.
3. **Annual Report:** At the end of each year, the RN will compile a yearly report of medication errors for the year.
  - 3.1. Any trends, problems and corrections that have occurred over that year will be noted.
  - 3.2. The current year will be compared to the previous year to monitor patterns or improvements.
  - 3.3. This information is reported to the NSSDDS Executive Director.

## **SECTION IX**

### **Case Records Management**

#### **Article 51** **HANDLING FILES AND FILING**

1. *Access:*
  - a. The Program Coordinator for each service unit of Next Step Strategies Developmental Disability Services (NSSDDS) shall be responsible for the control of case records, for information contained therein, for keeping records current, and for implementing and maintaining case records policies and procedures.
  - b. All case records should be requested from and returned to the Program Coordinator.
2. *Removal:*
  - a. Under no circumstances should a case record be removed from the program facility premises without the approval from the appropriate Program Coordinator.
  - b. Upon approval, the Program Coordinator will keep a written record of:
    - (1) Name of the person checking out case records,
    - (2) Check out time and date,
    - (3) Purpose for removing the case record,
    - (4) Name or number of case record, and
    - (5) Check in time of case record.
  - c. In general, removal of a case record from the facility and/or from the direct oversight of the Program Coordinator is strongly discouraged.
3. All case records and working files are maintained under double locks. Electronic Files are backed up and kept separate from the originals. All electronic records are password protected.

#### **Article 52** **SUBPOENAS**

1. Next Step Strategies Developmental Disability Services (NSSDDS) does not release personally identifying information about our staff or persons served except in limited instances related to law, security, safety, or the express permission of a person served.
2. To request staff or person receiving services information from NSSDDS in a civil case, a copy of a valid subpoena, or court order, should be addressed to NSSDDS.
3. NSSDDS reserves the right to object to the subpoena on any applicable grounds.

## Article 53 RECORD RETENTION

### 1. *Retention*

- a. Generally, most records require retention of seven years.
- b. However, retention rules vary for some types of records.
- c. Some records are required to be retained permanently.
- d. If in doubt regarding rules for specific program areas, please check with the Executive Director before disposing of any records.

### 2. *Discharged records*

- a. Discharged records will be filed in the designated area at the appropriate program facility and will be retained at that facility for three years until being transferred to the administrative office until the retention period (seven years) expires.
- b. Each Program Coordinator will be responsible for seeing that these records are pulled regularly and assured they are filed in the proper area.
- c. Discharged records will still be subject to regulations concerning confidentiality and will not be released without written permission.

## **SECTION X**

### **Finance, Budget, and Administration**

#### **Article 54** **BUDGET POLICY**

1. Input will be obtained from the Program Coordinator of Next Step Strategies Developmental Disability Services (NSSDDS) for anticipated expenditures for that year's operations. The Executive Director will compile the expenditure and income information to develop the year's budget and present it to the Board, who must formally adopt the budget for it to become the official budget.
2. In the event that the budget for the upcoming year is not completed prior to the end of the present year, the existing annual budget will be readopted at the December Board meeting, and will serve as a temporary budget until the approved budget can be adopted.
3. It is legally established in Oregon that until a public body's new budget is approved, the previous budget is the legal budget for public entities. This provision of law is so that no agency is ever without a budget.

#### **Article 55** **DONATIONS AND CONTRIBUTIONS**

1. Donations and contributions will be acknowledged by a letter from the Executive Director.
2. It will be noted that Next Step Strategies Developmental Disability Services (NSSDDS) is a 501(c)3 public charity; as such, any donations or contributions may be tax deductible.

#### **Article 56** **MANAGEMENT INFORMATION SYSTEMS**

Operating reports, in a variety of areas, have been and will be generated and presented to the Board by the Executive Director in order to provide the Board with the consistent and accurate information on the overall status of Next Step Strategies Developmental Disability Services (NSSDDS).

1. At each Board meeting, (generally the first Thursday of each month) copies of computer generated financial reports may be presented to the Board as a part of the Treasurer's Report.
  - a. Monthly breakdown of earning and spending per month and year to date and budget comparison.
  - b. On a quarterly basis a comparison of program income and expenses over time.
  - c. Listing of assets on hand at the end of the previous month and a breakdown of earnings collected during that month, by source.
2. Annual audits are compiled and presented to the Board upon completion by representatives of the

C.P.A. firm which performs the audit. These audits are based on the January 1 to December 31 fiscal year and are constructed under the guidelines of the Single Audit Act..

3. Employee evaluations are completed annually on each contract employee of NSSDDS. Goals are developed for each employee to achieve during the next year. All evaluations are reviewed by the Executive Director. When job performance is substandard, employees are counseled by their supervisor. An Employee Counseling form, which reflects the contents and outcomes of the session, is completed by the supervisor. The Executive Director reviews all counseling forms. Any changes in personnel are discussed by the appropriate supervisor and the Executive Director and are announced to the Board of Directors at the next regularly scheduled board meeting as appropriate and necessary.
4. Program quality assessments of all program areas of NSSDDS are performed on a quarterly basis as per the Quality Assessment Plan. A report of the outcome of each assessment and the corrections made is given to the Executive Director.

#### **Article 57 TECHNOLOGY/COMPUTER BACKUP**

1. Backup of information on computers is insurance against information loss by fire, mechanical failure, or human error. All management and supervisors of Next Step Strategies Developmental Disability Services (NSSDDS) are encouraged to back up their computer information regularly and with frequency.
2. Payroll information for all employees is located on a server through an Integrated Payroll Services (IPS) and is backed up by them. It is accessible through a web portal. At year end a complete backup of all the year's payroll and accounting transactions is required, and this shall be stored in the Agency's safe deposit box at the Agency's bank (currently Key Bank).
3. If the Business Manager's computer should crash, payroll information is able to be retrieved from the IPS server.

#### **Article 58 ADMINISTRATION OF FUNDS**

1. All payments are made by check or authorized electronic payment. Before payment of purchases and expenses, all statements are matched up with signed invoices and are properly approved by the Executive Director. All invoices being paid are made out to the company name. All checks must be signed by the Executive Director. All checks are pre-numbered and all unused checks are kept in a safe place. The spoiled checks are mutilated to prevent being used and kept on file for subsequent inspection. Checks will not be signed in advance of their use or before being fully made out.

Electronic payments pre-approved by the Board shall be monitored via Key Bank's ACH Risk Manager Electronic Authorization tool by the Executive Director and one designated Board Member. Board approved online payments shall be generated by the Business Manager and shall be limited by dollar amount and frequency. Any unauthorized electronic payments shall be rejected by the Executive Director or designated Board Member.

2. **On** a monthly basis, a bank reconciliation is prepared for each checking account. The reconciliation reconciles the balance shown on the monthly bank statement with the balance shown on the agency books. Any discrepancies are brought to the attention of the Executive Director as soon as possible. Unresolved discrepancies will be reported at the next Board meeting.
3. Working capital needs are forecast at the beginning of each year through the budget process. Anticipated cash needs are also forecast at this time. Any excess working capital available on a temporary basis is deposited into an interest-bearing money market checking account. Any funds available on a longer term should be invested in Certificates of Deposit or other appropriate investments at an FDIC insured depository, determined by the Executive Director and Treasurer of the Board of Directors.

**Article 59**  
**ACCOUNTING/BUSINESS DEPARTMENT**

1. All monthly statements of Next Step Strategies Developmental Disability Services (NSSDDS) will be paid by the 15th of the month. All statements will be matched up to signed invoices or receipts before a payment is made. All utility and telephone bills will be paid by the due date.
2. Payroll for hourly and salaried employees will be paid on the 1<sup>st</sup> and 15<sup>th</sup> of each month. Pay will be calculated from electronic timesheets or manual timecards if the employee works at a location without internet. Timesheets and timecards will be approved by the Program Director or supervisor.
3. Expense bills should not be paid without evidence of the expenditure and Program Coordinator approval.
4. The Business Manager is to clear all questions of delayed payment or other unusual circumstances with the Executive Director.
5. Books will be closed on a monthly basis and information delivered to the Board at its regular monthly meeting.

**Article 60**  
**ACCOUNTING FOR ITEMS PURCHASED OR ORDERED**

1. When charging items at authorized businesses, employees of Next Step Strategies Developmental Disability Services (NSSDDS) will sign the tickets and state the program for which the items were purchased.
2. Tickets for personal spending monies will be signed by the employees and have the name of the person for whom the item was purchased written on the ticket.
3. All charge tickets, packing slips, etc. will be turned into the business office in a timely manner.

**Article 61**  
**PROGRAM AND STAFF LEGAL RESPONSIBILITIES**

1. The basic purpose of Next Step Strategies Developmental Disability Services (NSSDDS) is to provide ordinary care and supervision to children and adults with developmental disabilities within a normalized living environment in their home or community. The goal of developmental programming is to help individuals receiving services to become as independent as possible within their home and community. Allowing individuals served to take normal risks in their home and community is inherent to the goal of fostering independence. It is, therefore, the responsibility of the Program Coordinator and staff to take all steps that are reasonable and appropriate within the context of a normalized environment to protect the safety of individuals served. This is accomplished through (a) Initial and ongoing evaluation of individuals served' skills and abilities to determine appropriate levels of supervision, and (b) Individual program planning and providing treatment or instruction necessary to overcome skill deficits and help individuals served assume a more normal rhythm of life, and (c) expand the interests and activities and open the world view so persons served look forward to staff arrival.
2. Protecting persons served from all possible harm in the community is not usually possible, and such over protection is contrary to the above-stated goals as it promotes dependence rather than independence. Yet, should any harm or misfortune befall a person served, the program or individual staff member might be charged with negligence and liability imposed.
3. The Agency has purchased liability insurance.. Should any accident or injury occur, liability insurance covers any resulting financial liability of program and staff, if and when program policies and procedures were not violated. If, however, it is proved that a staff member was not acting in accordance with standard program policy and procedure or that their actions were outside of the scope of their employment, then that staff member may be held personally liable for any resulting accident or injury.
4. In any case, regardless of standard policy or insurance coverage, the program and staff may be held responsible for any injuries that occur as a result of negligence. In programs that serve children and adult persons with developmental disabilities, there is no standard definition of negligence. Allowing a person receiving services to walk home from the movies alone might be dangerously negligent for one individual receiving services and a healthy demonstration of acquired independence for another individual receiving services. The distinction between ordinary care (or ordinary risk) and negligence for each person served and situation is based upon : (a) assessment of the persons' abilities and skill deficiencies;  
(b) Individual treatment programming; (c) recognition of possible risks involved in the situation; and  
(d) Sound judgment and common sense; (e) the direction of the guardian where appropriate.
5. Each staff member is responsible for ensuring that ordinary care and safety are evident in all program activities. The provision of ordinary care and a safe environment are documented in agency records. In addition, whereabouts of each individual served and their expected activities are known at all times.
6. The concepts of normalized living environment, training for independence, ordinary care, and normal risk should be discussed during initial interviews with an individual served, parents, families, or guardians. It should be explained that it is not possible or desirable to protect persons served from all

conceivable harm, but the program is designed to include reasonable and appropriate steps to protect the safety of persons served. For example, staff cannot guarantee that a sexually active female person will not become pregnant. However, Staff can: (a) Provide sexuality education; (b) Limit opportunities for coed interaction to supervised recreational activities until the person served demonstrates readiness for the responsibility of less supervised activities.

7. This is a fairly standard outlook of a program for persons served in home and community settings. It is presented here as a basis for discussion of our program trends. Since all of us here are caring, involved forces in the lives of the persons served from NSSDDS, we need to mutually understand where we are going and what we are trying to accomplish.

## **Article 62 INSURANCE COVERAGE**

Next Step Strategies Developmental Disability Services (NSSDDS) will carry liability insurance, professional liability insurance, workers' compensation, vehicle and property insurance. The insurance will be set by the Board of Directors and reviewed on an annual basis.



## **SECTION XI**

# **HIPAA POLICIES AND PRIVACY PRACTICES**

### Article 63 HIPAA POLICIES AND PRIVACY PRACTICES

#### *Individual Access to Health Information*

It is the policy of the Next Step Strategies Developmental Disability Services, Inc., (NSSDDS) to protect the privacy of individually identifiable Protected Health Information in compliance with federal and state laws governing the use and disclosure of Protected Health Information (PHI). NSSDDS recognizes the rights of individuals to access PHI pertaining to them in a designated record set as set forth in Appendix C and Appendix D. NSSDDS further recognizes that access to PHI may be limited or restricted as defined in this policy, in the Notice of Privacy Practices ("NPP") and as allowed by law. In cases where the individual has been civilly adjudicated incapacitated or is a minor, the parent (if a minor), or the legal guardian or personal representative may request access. There may be additional exceptions as allowed by law.

1. This Notice of Privacy Practices (NPP) describes how health information about staff and persons served may be used and disclosed and how staff and persons served can get access to this information. Questions about this NPP should be directed to the NSSDDS Executive Director or a Program Coordinator in one of the NSSDDS Programs.
  - a. This NPP will explain:
    - I. How ADD may use and disclose Protected Health Information;
    - II. NSSDDS obligations related to the use and disclosure of Protected Health Information;
    - III. Individual rights related to any Protected Health Information that NSSDDS receives and retains.
  - b. This NPP describes how NSSDDS may use and disclose Protected Health Information to carry out treatment, payment and/or health care operations and for other purposes that are permitted or required by law. It also describes one's rights to access and control Protected Health Information. Protected Health Information is information about individuals, including demographics; past, present or future physical or mental health or conditions; and related health care services.
2. *Use and Disclosure of Protected Health Information:*
  - a. Staff and individuals served may be asked to complete and sign an information form to acknowledge they have received and read this NPP.
  - b. NSSDDS may obtain, but is not required to, consent for the use or disclosure of Protected Health Information for treatment, payment and/or health care operations. NSSDDS is required to obtain authorization for the use or disclosure of information for other specific purposes or reasons. NSSDDS has listed some of the types of uses or disclosures in this NPP. Not every possible use or disclosure is covered, but all of the ways that NSSDDS is allowed to use and disclose information

will fall into one of the categories.

- c. Protected Health Information may be used and disclosed by NSSDDS, NSSDDS staff and others outside of our Agency that are involved in care and treatment for the purpose of providing health care services to staff or person served. Protected Health Information may also be used and disclosed to pay health care bills and to support the operations of NSSDDS.
- d. Following are examples of the types of uses and disclosures of Protected Health Information that NSSDDS is permitted to make.
  - I. **Treatment:** NSSDDS will use and disclose Protected Health Information to provide, coordinate, or manage health care and any related services. This includes the coordination or management of Protected Health Information with a third party that has already obtained permission to have access to Protected Health Information. For example, NSSDDS would disclose Protected Health Information, as necessary, to a home health agency that provides care to an individual. NSSDDS will also disclose Protected Health Information to other providers or health facilities that may treat individuals when it has the necessary permission from said individuals to disclose their Protected Health Information. For example, Protected Health Information may be provided to a health provider to whom an individual has been referred to ensure that the provider has the necessary Protected Health Information for diagnosis and treatment. In addition, NSSDDS may disclose Protected Health Information from time-to-time to another health care provider (e.g., a specialist or laboratory) who, at the request of an individual's provider, becomes involved in their care by providing assistance with their health care diagnosis or treatment.
  - II. **Operations:** NSSDDS may use or disclose, as needed, Protected Health Information in order to support the business activities of NSSDDS. These activities include, but are not limited to: quality assessment activities; licensing; and employee review activities. In addition, NSSDDS may use a sign-in sheet at the registration desk where visitors will be asked to sign their name. NSSDDS may also call individuals by name in a lobby when a provider is ready to see them. NSSDDS may use or disclose Protected Health Information, as necessary, to contact individuals to remind them of their appointment. NSSDDS will share Protected Health Information with third party "business associates" that perform various activities (e.g., billing, reading of x-rays, performing lab tests, transcription services). Whenever an arrangement between our office and a business associate involves the use or disclosure of Protected Health Information, NSSDDS will have a written contract that contains terms that will protect the privacy of Protected Health Information.

3. *Written Authorization:*

- (1) Other uses and disclosures of Protected Health Information will be made only with an individual's written authorization, unless otherwise permitted or required by law as described below. Individuals may revoke this authorization, at any time, in writing, except to the extent that their provider has taken an action in reliance on the use or disclosure indicated in the authorization.
- (2) To comply with laws and regulations other than HIPAA, NSSDDS will not allow Protected Health Information collected by their staff, to be used in research projects without individuals' written consent. Under certain circumstances, NSSDDS may use and disclose Protected Health

Information for research purposes when the Institutional Review Board has approved a waiver of authorization for the Protection of Human Subjects. For example, a research project may involve comparing the health and recovery of all persons served who received one medication to those who received another for the same condition. All research projects, however, are subject to a special approval process under Missouri law. This process evaluates a proposed research project and its use of health information, trying to balance the research needs with the individual's need for privacy of their health information. Before we use or disclose Protected Health Information for research, the project will have been approved through this research approval process. NSSDDS may, however, disclose Protected Health Information to people preparing to conduct a research project, for example, to help them look for persons served with specific medical needs, so long as the health information they review does not leave the facility.

4. *No Consent Required:*

- a. NSSDDS can use or disclose Protected Health Information about individuals without consent or authorization when:
  - I. There is an emergency or when NSSDDS is required by law to treat an individual;
  - II. When NSSDDS is required by law to use or disclose certain information; or
  - III. When there are substantial communication barriers to obtaining consent.
- b. NSSDDS can also use or disclose Protected Health Information without consent or authorization as follows:
  - I. NSSDDS may use and disclose Protected Health Information to contact individuals to remind them about appointments for treatment or services at the Agency.
  - II. Should a disaster occur, NSSDDS may disclose Protected Health Information about individuals to any agency assisting in a disaster relief effort so that family can be notified about an individual's condition, status or location.
  - III. NSSDDS will disclose Protected Health Information when required by law.
  - IV. NSSDDS may use and disclose Protected Health Information when necessary to prevent a serious threat to the health and safety of staff, persons served, the public, or any other person. However, any such disclosure would only be to someone who is able to help prevent the threat.
  - V. NSSDDS may release Protected Health Information to comply with workers' compensation or similar programs. These programs provide benefits for work-related injuries or illnesses.
  - VI. NSSDDS may disclose Protected Health Information for public health activities. These activities generally include the following: to prevent or control disease, injury or disability; to report births and deaths; to report child abuse or neglect; to report reactions to medications or problems with products; to notify people of recalls of products they may be using; to notify a person who may have been exposed to a disease or may be at risk for contracting or

spreading a disease or condition; or to notify the appropriate government authority if we believe a person served has been the victim of abuse, neglect or domestic violence. However, NSSDDS will only make this disclosure by agreement of the individual or when required or authorized by law.

- VII. If an individual is involved in a lawsuit or a dispute, NSSDDS may disclose Protected Health Information in response to a court or administrative order as required by law.
  - VIII. NSSDDS may release Protected Health Information if asked to do so by a law enforcement official; however, if the material is protected by 42 CFR Part 2 (a federal law protecting the confidentiality of drug and alcohol abuse treatment records), a court order is required. NSSDDS may also release limited Protected Health Information to law enforcement in the following situations: 1) about a person served who may be a victim of a crime if, under certain limited circumstances, NSSDDS is unable to obtain the agreement of the person served; 2) about a death NSSDDS believes may be the result of criminal conduct; 3) about criminal conduct at the NSSDDS; 4) about a person served where a person served commits or threatens to commit a crime on the premises or against program staff (in which case NSSDDS may release the person served name, address, and last known whereabouts); 5) in emergency circumstances, to report a crime, the location of the crime or victims, and the identity, description and/or location of the person who committed the crime; and 6) when a person served is a forensic person served and NSSDDS is required to share with law enforcement by Oregon statute.
5. Other uses or disclosures not covered in this NPP will not be made without written authorization, unless otherwise permitted or required by law. Individuals who provide NSSDDS with written authorization to use or disclose information may change their mind and revoke authorization at any time, as long as it is in writing. If authorization is revoked, NSSDDS will no longer use or disclose the information. However, NSSDDS will not be able to take back any disclosures that have been made pursuant to the previous authorization.
  6. Individuals have the following rights regarding Protected Health Information maintained by NSSDDS:
    - a. Individuals have the right to inspect and receive a copy of their Protected Health Information with the exception of psychotherapy notes and information compiled in anticipation of litigation. To inspect and receive a copy of one's Protected Health Information, a request in writing must be made to the NSSDDS Executive Director or designee. NSSDDS may charge a fee for the costs of copying, mailing or other supplies associated with the request. NSSDDS may deny a request to inspect and copy Protected Health Information in certain limited circumstances. If denied access to Protected Health Information because of a threat or harm issue, an individual may request that the denial be reviewed. Another licensed health care professional chosen by NSSDDS will review the request and the denial. The person conducting the review will not be the person who denied the original request. NSSDDS will comply with the outcome of the review.
    - b. Anyone who feels that their Protected Health Information is incorrect or incomplete may ask to have their information amended. They have the right to request an amendment for as long as the information is kept by or for NSSDDS. Requests for an amendment must be made in writing and submitted to the Executive Director or designee. A reason to support the request for an

amendment must be provided. NSSDDS may deny the request if it is not in writing or if it does not include a reason supporting the request. In addition, NSSDDS may deny the request if it seeks to amend information that:

- I. Was not created by NSSDDS, unless the person or entity that created the information is no longer available to make the amendment;
  - II. Is not part of the Protected Health Information kept by or for NSSDDS;
  - III. Is not part of the information which one would be permitted to inspect and copy or;
  - IV. Is accurate and complete.
- c. Anyone has the right to request an "accounting of disclosures," a list of the disclosures made by NSSDDS of one's Protected Health Information. To request an accounting of disclosures, individuals must submit their request in writing to the NSSDDS Executive Director or designee. The request must state a time period which may not go back more than six years and cannot include dates before April 14, 2003. The request should indicate in what form the list is wanted (for example, on paper or electronically). The first list requested within a twelve-month period will be free. For additional lists in a twelve-month period, NSSDDS may charge for the cost of providing the list. NSSDDS will notify the requestor of the cost and the opportunity to withdraw or modify the request before being charged. There are some disclosures that NSSDDS does not have to track. For example, when NSSDDS is given an authorization to disclose some information, NSSDDS is not required to track that disclosure.
- d. You have the right to request a restriction or limitation on the Protected Health Information NSSDDS uses or discloses about you for treatment, payment and/or health care operations. For example, you could ask that NSSDDS not use or disclose information about your family history to a particular community provider. NSSDDS is not required to agree to your request. If NSSDDS does agree, it will comply with your request unless the information is needed to provide you emergency treatment. To request restrictions on the use or disclosure of your Protected Health Information for treatment, payment or healthcare operations, you must make your request in writing to NSSDDS' Privacy Officer or designee. In your request, you must tell NSSDDS (1) what information you want to limit;(2) whether you want to limit our use, disclosure or both; and(3) to whom you want the limits to apply (for example, disclosures to your spouse).
- e. You have the right to request that NSSDDS communicate with you about medical matters in a certain way or at a certain location. For example, you can ask that that NSSDDS only contact you at work or by mail. To request confidential communications, you must make your request in writing to the NSSDDS Privacy Officer or designee. Your request must specify how or where you wish to be contacted. NSSDDS will not ask you the reason for your request and will accommodate all reasonable requests.
- f. You have the right to a paper copy of this notice even if you have agreed to receive the notice electronically. You may ask NSSDDS to give you a copy of this notice at any time by contacting the NSSDDS Privacy Officer or designee.

7. NSSDDS reserves the right to change this NPP. NSSDDS may make the revised notice effective for Protected Health Information NSSDDS already has about you as well as any information NSSDDS receives in the future. NSSDDS will post a copy of the current NPP in all Facilities. The NPP will contain on the first page, in the top right-hand corner, the effective date. In addition, each time you register at or are admitted or apply for services to NSSDDS for treatment and/or services, you will be offered a copy of the current NPP in effect. If you want to request any revised NPP, you may contact the Executive Director or Privacy Officer.
8. If you believe your privacy rights have been violated you may:
  - a. File a complaint with NSSDDS by contacting its Executive Director by dialing the NSSDDS' main number 503 347 6192 or mailing to Next Step Strategies Developmental Disability Services, 8909 SE Tolbert St. Clackamas Or, 97015
  - b. All complaints must be submitted in writing. You will not be penalized for filing a complaint.

#### **Article 64 HIPAA TRAINING**

1. The purpose of this policy is to describe mandatory training as required by the Health Insurance Portability and Accountability Act (HIPAA).
2. All employees of NSSDDS shall attend training on the privacy and security provisions of HIPAA.
3. HIPAA training curriculum must remain consistent agency-wide to assure appropriate implementation of the HIPAA Privacy and Security regulations. To maintain that important consistency, no local customization at a facility level shall be permitted. Any variation in content may be subject to the sanctions provision.
  - 3.1. Mandatory privacy training shall be scheduled whenever there is a material change in NSSDDS' privacy policies or procedures as determined by NSSDDS management and Security Officer.
  - 3.2. Periodic mandatory security training shall be scheduled as determined by the Security Officer.
4. Unless otherwise noted, NSSDDS employees shall receive HIPAA training as part of their initial employee orientation with annual reviews.
5. Documentation of mandatory HIPAA training shall be recorded and placed in employee's file.

**Appendix A**  
**EMPLOYEE ACKNOWLEDGMENT**  
**Policy and Procedure Manual**

I hereby acknowledge that I have received the NSSDDS employee policy and procedure manual and understand that it is my responsibility to read and understand the policies and procedures of NSSDDS. I also understand that I can access the NSSDDS Policy and Procedure Manual through the Agency website. If I have any questions about the policies or procedures, I understand that it is my obligation to ask questions of the appropriate persons.

I understand that this Policy and Procedure Manual is a general guide and that the provisions of this Policy and Procedure Manual are not contractual. I further understand that NSSDDS reserves the right to change, modify, suspend, interpret, or cancel, in whole or in part, any of its published or unpublished policies, or procedures, without advance notice.

I agree that this Policy and Procedure Manual serves as the final authority over any verbal or written promises or statements made to me.

I agree not to disclose any non-public information regarding NSSDDS business or operations to any outsider or third party.

I agree that I have been fully informed about the drug and alcohol policy and the substance abuse policy contained in the NSSDDS Policy and Procedure Manual.

Employee Name (Printed): \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Appendix B**  
**Notice to Employees**  
**Alcohol and Drugs in the Workplace**

This employer prohibits the use of alcohol or non-prescribed controlled drugs in the workplace. Prohibited use includes reporting for work under the influence of alcohol or non-prescribed controlled drugs or reporting for work with non-prescribed controlled drugs or their metabolites in the employee's system.

Prohibited use also includes possessing, dispensing, distributing or manufacturing alcohol or non-prescribed controlled drugs in the workplace. Violation of this policy may result in discipline up to and including discharge.

A more complete statement of alcohol and drug policies and procedures is included in this manual.

My signature below shows that I understand the above statements and NSSDDS' policies and procedures, including but not limited to, its policies on work rules and regulations, drug and alcohol use, discrimination, and harassment.

Employee Name (Printed): \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_



### Appendix C Request to Restrict Protected Health Information

Person served Name and SSN: \_\_\_\_\_

Person served ID Number: \_\_\_\_\_

Person served Address: \_\_\_\_\_

Please specify the information to be restricted: \_\_\_\_\_

Please explain why the disclosure of the above-specified information may not be appropriate: \_\_\_\_\_

Please indicate the individual or agency to which access should be denied:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Signature of Person served or Guardian: \_\_\_\_\_

Signature

Date

**For NSSDDS USE ONLY**

Date Received: \_\_\_\_\_

Restriction has been (circle choice):      Accepted                      Denied

Comments: \_\_\_\_\_

Completed copy of this form provided to Person served on: \_\_\_\_\_ (date)

Condition Upon Which Restriction will Expire (check one):

Person served request

Justification for the restriction no longer exists

Other (specified): \_\_\_\_\_

Administrator Name: \_\_\_\_\_

Administrator Title: \_\_\_\_\_

Administrator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Appendix D**  
**Request for Person Served Access to Protected Health Information**

Person Served Name and SSN: \_\_\_\_\_  
Person served ID Number: \_\_\_\_\_  
Address: \_\_\_\_\_

Please specify the format for information requested (circle one):      Paper      Fax  
I agree to accept a summary of the PHI (circle one):      Yes      No  
I agree to pay the costs associated with this request  
for access to PHI (circle one):      Yes      No

Please indicate the person served, parent of minor, or any legal guardian who is requesting access:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Signature of Person served or Legal Representative and Date: \_\_\_\_\_ / \_\_\_\_\_  
Signature      Date

**NSSDDS Use Only**

Date Received: \_\_\_\_\_

Access has been (circle one):      granted      denied

Comments: \_\_\_\_\_

If denied, letter of denial provided to person served on: \_\_\_\_\_ (date)

Reason for denial without right to review (check all that apply):

- Psychotherapy Notes
- Patient agreed to denial while in research project
- Information for use in civil, criminal or administrative proceedings
- Access would identify the source
- Other: \_\_\_\_\_

Reason for denial with right to review (check all that apply):

- Reasonably likely to endanger life or physical safety of Person served or others
- Documentation makes reference to third party and granting access is likely to cause harm
- Personal representative is requesting Party, and Person served has been or may be subject to domestic violence

Administrator Name: \_\_\_\_\_

Administrator Title: \_\_\_\_\_

Administrator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Appendix E**  
**Authorization for Release of Workers' Compensation Records**

TO:	REGARDING:
Oregon Workers Compensation Division 350 Winter St NE Salem Or 97309-0405 503-947-7810	Name:  Date of Birth: SSN:

I hereby authorize any and all of my workers' compensation records to be sent to NSSDDS, as well as any and all information which relates to my education. It is understood that no one from NSSDDS, or any of their representatives will discuss this information personally with anyone from the Division of Workers' Compensation.

It is further agreed that a true copy of all workers' compensation records or information which is received by way of this authorization will immediately be forwarded directly to NSSDDS, 8909 SE Tolbert St. Clackamas, Or 97015

A photocopy of this authorization shall be considered as effective and valid as the original.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone \_\_\_\_\_

STATE OF Oregon

COUNTY OF

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public  
My commission expires:

## Appendix F Complaint Resolution Plan

Employee Name: \_\_\_\_\_  
Date of Meeting: \_\_\_\_\_  
Date of Plan: \_\_\_\_\_  
Program / Supervisor: \_\_\_\_\_

**Background:**

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**Concerns/Complaints:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**Resolution Plan(s):**

**Complaint 1**

Discussion:

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Plan of Action:

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Responsible Party:

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**Complaint 2**

Discussion:

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Plan of Action:

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Responsible Party:

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### Complaint 3

Discussion:

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Plan of Action:

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Responsible Party:

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### Complaint 4

Discussion:

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Plan of Action:

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Responsible Party:

I believe this summary fairly represents information discussed and the resolution(s) planned.

Employee

Date

Supervisor

Date

Executive Director

Date

## Appendix G Confidentiality Agreement

I recognize and acknowledge that the services that NSSDDS performs for its persons served are confidential. To enable NSSDDS to perform those services, persons served furnish confidential protected health information (PHI).

I, by reason of my work or volunteer activities or by my presence at NSSDDS, may come into possession of protected health information concerning the services performed by NSSDDS for its persons served, even though I may or may not take any direct part in or furnish the services performed for those persons served. I agree that I will not at any time during or after my access to these medical records containing PHI, disclose (including giving someone records, or talking to someone) any such provided services or PHI to any person or entity whatsoever, or other privileged information prepared that is not needed for person served treatment, payment, or health care operations for this facility. I understand that the use or disclosure of such information may give rise to injury to the person served or to this facility, and may violate state and federal confidentiality provisions.

I recognize and acknowledge that although the PHI contained in the medical record can only be disclosed by the person served or his/her legal guardian, the medical record is the property of NSSDDS; that no original medical records or portions of a medical record shall be removed from this facility for any reason; and that I will keep no negatives, use no microfilm, or keep or sell any photocopies or computer disks to any second parties.

I acknowledge that in receiving, storing, processing or otherwise dealing with PHI medical records of a person served from NSSDDS, I am fully bound by HIPAA federal regulations (45 CFR Sections 160 and 164; by 42 CFR Part 2 et seq., "Confidentiality of Alcohol and Drug Abuse Patient Records") and by state law and any other applicable federal law.

I, \_\_\_\_\_, (Print Name), employed or working or volunteering as a \_\_\_\_\_ (Print Position) have read all of the above sections of this Agreement, and I fully understand and shall comply with them. I understand failure to comply may lead to sanctions, including civil penalties and/or termination of employment.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
NSSDDS Executive Director

\_\_\_\_\_  
Date

**Appendix H**  
**Acknowledgement of HIPAA Policies and Privacy Practices**

On behalf of (print name of Person Served) \_\_\_\_\_  
I hereby acknowledge that I have received and reviewed information regarding HIPAA Policies and Privacy Practices.

\_\_\_\_\_  
Printed Name of Person Signing (Person Served, Legal Guardian, or Parent of Minor Child)

\_\_\_\_\_  
Signature of Person Served, Legal Guardian, or Parent of Minor Child      \_\_\_\_\_  
Date Signed

## Appendix I Health Insurance and Health Reimbursement Account (HRA)

### Health Insurance Premiums and Employee Contributions

Health Insurance is provided at no cost for eligible **full-time employees** for Employee Only coverage. NSSDDS pays the full cost of \$706.41 for Employee Only coverage. Full-time employees who wish to also add dependents are responsible to pay the difference in cost between NSSDDS’s contribution and the cost of coverage selected.

Rates for eligible **part-time employees** – those working an average of 30-39 hours per week – may participate in the health insurance plan at a substantially reduced rate. Eligible part-time employees shall pay 25% of the cost of health insurance for Employee Only; NSSDDS pays the remaining \$529.81 towards the cost of Employee Only coverage. Eligible Part-time employees who wish to also add dependents are responsible to pay the difference in cost between NSSDDS’s contribution and the cost of coverage selected. .

#### Regence Health and MODA (Delta/Willamette) Dental Insurance Plan

Effective September 1, 2022 – August 31, 2023

#### Full Premium Rates

Employee Only:	\$706.41
Employee + Spouse:	\$1482.48
Employee + 1 Child:	\$1178.78
Employee + Spouse + Child(ren):	\$2122.69

#### **Cost for Eligible FULL-TIME Employees (40 Hours/Week) – Applied One-Half Per Pay Period**

	Employee Only Coverage	Employee + Spouse	Employee + 1 Child	Employee + Spouse and Child(ren)
FULL-TIME Employee is Responsible to Pay	\$0.00	\$776.07	\$472.37	\$1416.28

NOTE: NSSDDS pays \$706.41 towards the cost of insurance. The employee is responsible for the remainder, based on coverage selected.

#### **Cost for Eligible PART-TIME Employees (30-39 Hours/Week) – Applied One-Half Per Pay Period**

	Employee Only Coverage	Employee + Spouse	Employee + 1 Child	Employee + Spouse and Child(ren)
PART-TIME Employee is Responsible to Pay	\$176.60	\$952.67	\$648.97	\$1592.88

NOTE: NSSDDS pays \$529.81 towards the cost of insurance. The employee is responsible for the remainder, based on coverage selected.



## Qualifying for Benefits

Basis for eligibility – An average of 40 or more hours of work per week. Per policy language:  
*“NSS provides fully-paid health insurance coverage for a full-time employee working an average of 40 or more hours per week. An employee who works between 30-39 hours average per week is eligible for health insurance benefits at a substantially reduced rate.”*

The 40 hours per week average for a full-time employee shall be determined by the following. A part time employee shall qualify based on a pro-rata determination.

- **FULL-TIME EMPLOYEES:** A full-time employee must work 160 straight time hours in the prior monthly equivalent period. Regardless of the number of days in the period, 160 hours will be deemed full-time. Paid time off (PTO) which is used in lieu of scheduled work hours shall be included in the calculation of hours worked.
- **PART-TIME EMPLOYEES:** Part-time employees must work at least 120-159 straight time hours in the prior month. Regardless of the number of days in the month, 120-159 hours will be deemed eligible for part-time employees. Paid time off (PTO) which is used in lieu of scheduled work hours shall be included in the calculation of hours worked.

Establishing initial eligibility continues to be contingent upon full-time and part-time employees meeting the definition during the first 30-day period of employment in order for coverage to begin as early as the first of the month following.

For example, an employee who begins employment on the 4<sup>th</sup> day of August must demonstrate meeting the eligibility requirements by September 4 in order to begin coverage as early as October 1. Following initial employment in an eligible status, hours will be monitored on a monthly equivalent basis to verify continued eligibility.

Part-time employees who increase their hours from below 30 per week to 30 or more hours will be deemed as having new status and will follow the same criteria as for new employees.

In order to initiate benefit coverage, the employee must submit properly completed required enrollment documents *prior to* the first of the month in which coverage begins. An employee who fails to submit completed documents in a timely manner will not be eligible to enroll until the following open enrollment or in the event of a qualifying life event, in accordance with applicable policy, law, or regulation.

Following initial employment, or following a change in hours that establishes eligibility status, hours will be monitored on a monthly basis using a mid-month to mid-month calculation.

Continuation of benefit coverage will be determined based on a rolling review using a mid-month to mid-month review period. Hours worked will be reviewed following each monthly equivalent period of employment. If an employee either meets or fails to meet eligibility requirements, their benefit status will be adjusted on the first of the following month.

For example, an employee’s status based on the period of March 16 – April 15 will be reviewed for possible change effective May 1.

## Employees on Medicare

Employees participating in Medicare insurance are not eligible for employee subsidy towards the cost of their Medicare health insurance. Medicare employees, however, may participate in the Dental Insurance program. Employees should contact NSSDDS for additional information on participation.

## Health Reimbursement Account

Effective January 1, 2023 NSSDDS has established a Health Reimbursement Account. An HRA allows employees to request up to \$1500 reimbursement for deductible medical expenses exceeding \$2500 per year. Requests for reimbursement may be made by submitting a request via the employee's Health Equity account. Employees may create an account or log in to their account at <https://healthequity.com/login>.

Employees needing assistance to navigate the Health Equity account or to file for reimbursement may contact the NSSDDS Insurance Broker, Innovative Benefits Group (IBG), at 503.972.4285. Please ask for the account manager for Next Step Strategies.

## General Notice of COBRA Continuation Coverage Rights

**\*\* Continuation Coverage Rights Under COBRA\*\***

**To Each Benefit Eligible Employee and Their Spouse/Domestic Partner  
Who Have Elected Coverage Under  
Next Step Strategies Health Insurance Plan**

### Introduction

You're getting this notice because you recently gained coverage under a group health plan (the Plan). This notice has important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. **This notice explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect your right to get it.** When you become eligible for COBRA, you may also become eligible for other coverage options that may cost less than COBRA continuation coverage.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and other members of your family when group health coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.

**You may have other options available to you when you lose group health coverage.** For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

## What is COBRA continuation coverage?

COBRA continuation coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a “qualifying event.” Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a “qualified beneficiary.” You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you’re an employee, you’ll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you’re the spouse of an employee, you’ll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your spouse dies;
- Your spouse’s hours of employment are reduced;
- Your spouse’s employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of the following qualifying events:

- The parent-employee dies;
- The parent-employee’s hours of employment are reduced;
- The parent-employee’s employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the Plan as a “dependent child.”

## When is COBRA continuation coverage available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. The employer must notify the Plan Administrator of the following qualifying events:

- The end of employment or reduction of hours of employment;
- Death of the employee; or
- The employee’s becoming entitled to Medicare benefits (under Part A, Part B, or both).

**For all other qualifying events (divorce or legal separation of the employee and spouse or a dependent child’s losing eligibility for coverage as a dependent child), you (the employee) must notify the Plan Administrator within 60 days after the qualifying event occurs.**

You must provide this notice to: Ann Wilkinson, Executive Director, Next Step Strategies, along with a copy of

**the documentation substantiating the life event** – for example, a copy of a divorce decree or legal separation, or notice of entitlement to Medicare benefits.

### How is COBRA continuation coverage provided?

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage that generally lasts for 18 months due to employment termination or reduction of hours of work. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a beneficiary to receive a maximum of 36 months of coverage.

There are also ways in which this 18-month period of COBRA continuation coverage can be extended:

#### *Disability extension of 18-month period of COBRA continuation coverage*

If you or anyone in your family covered under the Plan is determined by Social Security to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to get up to an additional 11 months of COBRA continuation coverage, for a maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of COBRA continuation coverage.

**You must submit documentation of the date of onset and expected duration of disability to: Ann Wilkinson, Executive Director, Next Step Strategies, in order to initiate a request for extended coverage under COBRA. Such documentation must be submitted before the 90<sup>th</sup> day of COBRA continuation of coverage.**

#### *Second qualifying event extension of 18-month period of continuation coverage*

If your family experiences another qualifying event during the 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if the Plan is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children getting COBRA continuation coverage if the employee or former employee dies; becomes entitled to Medicare benefits (under Part A, Part B, or both); gets divorced or legally separated; or if the dependent child stops being eligible under the Plan as a dependent child. This extension is only available if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

### Are there other coverage options besides COBRA Continuation Coverage?

Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicare, Medicaid, [Children's Health Insurance Program \(CHIP\)](#), or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at [www.healthcare.gov](http://www.healthcare.gov).

## Can I enroll in Medicare instead of COBRA continuation coverage after my group health plan coverage ends?

In general, if you don't enroll in Medicare Part A or B when you are first eligible because you are still employed, after the Medicare initial enrollment period, you have an 8-month special enrollment period<sup>1</sup> to sign up for Medicare Part A or B, beginning on the earlier of

- The month after your employment ends; or
- The month after group health plan coverage based on current employment ends.

If you don't enroll in Medicare and elect COBRA continuation coverage instead, you may have to pay a Part B late enrollment penalty and you may have a gap in coverage if you decide you want Part B later. If you elect COBRA continuation coverage and later enroll in Medicare Part A or B before the COBRA continuation coverage ends, the Plan may terminate your continuation coverage. However, if Medicare Part A or B is effective on or before the date of the COBRA election, COBRA coverage may not be discontinued on account of Medicare entitlement, even if you enroll in the other part of Medicare after the date of the election of COBRA coverage.

If you are enrolled in both COBRA continuation coverage and Medicare, Medicare will generally pay first (primary payer) and COBRA continuation coverage will pay second. Certain plans may pay as if secondary to Medicare, even if you are not enrolled in Medicare.

For more information visit <https://www.medicare.gov/medicare-and-you>.

## If you have questions

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit [www.dol.gov/ebsa](http://www.dol.gov/ebsa). (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit [www.HealthCare.gov](http://www.HealthCare.gov).

## Keep your Plan informed of address changes

To protect your family's rights, let the Plan Administrator know about any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

## Plan contact information

Plan Name: Regence Health Insurance (including Vision) and MODA Dental Insurance. Contact Information: Jessica LeBeau, Innovative Benefits Group, 503.972.4285 or Ann Wilkinson, Next Step Strategies, (503) 347-619

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<sup>1</sup> <https://www.medicare.gov/sign-up-change-plans/how-do-i-get-parts-a-b/part-a-part-b-sign-up-periods>.

## Appendix J Paid Leave Oregon

For complete information on the Paid Leave Oregon (PLO) program, please see Paid Leave Oregon – General Information for Employees – at the following link.  
<https://paidleave.oregon.gov/employees/Pages/default.aspx>

General information is also included in the brochures that follow.

## Appendix K Mileage Reimbursement

All mileage must be submitted using the Mileage Reimbursement form on the following page and submitted via email to [ann.wilkinson@nextstepstrategies.org](mailto:ann.wilkinson@nextstepstrategies.org). The email should be titled “[Month] Mileage;” for example – “August Mileage.”

Requests must be submitted not later than the day immediately following the last calendar day of the month for which reimbursement is requested. Mileage requests submitted more than 15 days late will not be processed or paid. Forms may be submitted as an Excel worksheet, PDF, or photo attached to the email.

Requests for reimbursement must be submitted separately for each client served and must include all information requested. Requests that contain information for more than one client, or conflicting or illogical data, or are incomplete or unreadable, will be returned for correction and will not be processed.

An Excel version of this form is also available in the Forms Section at [www.nextstepstrategies.org](http://www.nextstepstrategies.org).

NSSDDS Mileage Reimbursement Form		
Client Name		One Client per Form
DSP Name		
Month		
Year		
Day of the Month	Purpose of Trip	Total Miles for the Day
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
	<b>TOTAL</b>	



## Appendix L PROGRESS NOTES Template and Instructions

**Template:** Please use the template below to create your Weekly Growth Statement.

Each Progress Note should include the following:

1. A positive statement about something the person did that was new or enjoyable, reflects more independence, or otherwise indicates progress on a goal that occurred during the week.
2. At least two other statements from the list below.
  - a. *(Client name) showed improvement on (goal name).* Include an example of the observation that supports this conclusion or explanation of why you concluded this.
  - b. *(Client name) displayed increased independence towards (goal name).* Include an example of the observation that supports this conclusion or explanation of why you concluded this.
  - c. *(Client name) displayed (name the health or behavior challenge).* Include an example of the observation that supports this conclusion or explanation of why you concluded this.
  - d. *(Client name) engaged in regulating activity (name the activity).* Include an example of the observation that supports this conclusion or explanation of why you concluded this.
  - e. *(Client name) really enjoyed (name the activity).* Include an example of the observation that supports this conclusion or explanation of why you concluded this.

Please be sure to include a relevant example of what progress looks like; remember, it will look different for everyone! Below are some examples to reference if needed.

Remember, you will be **responsible for completing your Progress Notes each pay period for each client you see.** Please note that your Notes will be sent directly to supervisors at your county office then on to Medicaid; this means it is required that you use objective language and full complete sentences.

Example:

1. Fred showed improvement by trying something new this week; he tried tie-dying a t-shirt with a friend.
2. Fred displayed independence accessing a preferred activity by playing wheel of fortune on his computer.
3. Fred displayed increased anxiety marked by loud and insistent voice around the fourth of July because of the noise and excitement around the fireworks.

Example:

1. Harry enjoyed playing in the water, splashing his hands around.
2. Harry required support with daily dressing, he needed assistance with buttons and zippers.
3. Harry engaged in regulating activities this week including going for car ride.

Example:

1. Ron brushed his teeth and was able to do so with no additional assistance.
2. Ron engaged in regulating activities including listening to music and swinging in his sensory chair.
3. Ron had seizures at least three times this week; however, Ron had no additional seizures in the evening.

Next Step Strategies  
Developmental Disability Services

Example:

1. Luna showed improvement in making choices, she chose a shirt she wants to wear 3 days this week.
2. Luna enjoyed watching a new TV show this week.
3. Luna demonstrated aggressive behavior toward the provider when presented with new foods.

## Appendix L Job Descriptions and Performance Evaluations

1. Job descriptions are reviewed periodically for accuracy and relevance.
2. Performance evaluations are aligned with the job descriptions in an effort to clarify expectations and performance standards.
3. Performance goals/objectives are measurable and reasonable for the position. Goals and objectives are assigned by the supervisor. When requested by the employee, goals/objectives are reviewed and discussed prior to assignment.
4. The performance evaluation will be used year to year to guide and direct goals and expectations for the employee involved.
5. Each NSSDDS job description has unique criteria on the job evaluation and the specific Program Coordinator should be consulted for a sample of the job evaluation.

## JOB DESCRIPTION: EXECUTIVE DIRECTOR

The Executive Director will:

1. Communicate with and carry out policies and decisions of the Board of Directors. Arrange, announce, and attend all Board meetings.
2. Have overall responsibility for establishment and smooth operation of all programs and facilities operated by Next Step Strategies Developmental Disability Services.
3. Screen, interview, hire, train, and directly supervise NSSDDS' management staff (Program Coordinator, Business Manager, RN, QA position, etc.). Communicate with the same at regularly scheduled staff meetings and on a daily/as needed basis to facilitate the Agency's operations.
4. Maintain and supervise an office, which conducts the business and pays the bills for NSSDDS. Co-sign, with designated Board Members, checks and drafts for the expenditures of Agency funds.
5. In conjunction with Program Coordinator, hire all NSSDDS' staff. Make final decisions on all hiring and discharges with direct supervisor input.
6. Represent Next Step Strategies Developmental Disability Services at Legislative, Regional, and State meetings and functions pertaining to ID/DD services.
7. Negotiate with Division of Intellectual Disabilities/Developmental Disabilities case managers regarding placement of individuals to be served, rates of reimbursement, licensure, and special programs.
8. Prepare annual budgets based on input from Program Coordinator on need for services, and generated income. Prepare quarterly financial comparisons for Board review. Assure that expenditures are in accord with Board-approved budget and available resources.
9. Prepare grants and make arrangements for loans and require reporting and accountability for same.
10. Arrange for and provide the Board with an annual, certified audit and regular budget reports.
11. Supervise preparation of monthly reports for Board Treasurer.
12. Supervise preparation of Board meeting minutes for Board Secretary.
13. Respond to persons served or parent issues or concerns which the established system does not solve.
14. Communicate with Board attorney regarding matters needing legal opinion/consideration.
15. Promote the community awareness and public image of NSSDDS.

16. Perform other duties as required or assigned by the collective Board, at a daily duly called meeting.

#### QUALIFICATIONS

This position requires a degree in the Human Services field and five years of increasingly responsible experience working with individuals who are intellectually disabled/developmentally disabled, and a desire to work with individuals who are intellectually disabled/developmentally disabled in a community setting.

POSITIONS SUPERVISED: Responsible for all employees of the agency. Direct supervisor to the Business Manager and Program Coordinator.

### **JOB DESCRIPTION: BUSINESS MANAGER**

1. Verify bills and promptly prepare checks for payment.
2. Document deposits for all revenues.
3. Keep up-to-date financial records.
4. Advise Executive Director of discrepancies in purchase orders and invoices.
5. Prepare and finalize payroll including reviewing and applying accruals for vacation, sick leave, and personal days.
6. Ensure the payroll company calculates Federal, FICA, Medicare, and State Withholding properly and issues payments in a timely manner.
7. Ensure quarterly taxes are prepared by the payroll company and filed in a timely manner.
8. Ensure W-2's and 1095Cs are prepared by the payroll company and sent to employees on time as well as filed with the IRS in a timely manner.
9. Enter all transactions for the month in the General Ledger.
10. Prepare monthly financial reports for the Board.
11. Keep an up-to-date furnishings and equipment depreciation schedule.
12. Calculate depreciation on furnishings and equipment annually.
13. Bill all services provided monthly by NSSDDS.
14. Reconcile all bank balances monthly.
15. Prepare all necessary reports for annual audit.
16. Manage employer contributions to the employee retirement system (401k)
17. Communicate openly to the Executive Director all pertinent aspects of program.

18. Attend Board of Directors meetings and keep minutes for Board Secretary.
19. Understand, promote and comply with the NSSDDS Policy and Procedure Manual as well as HIPAA Regulations.
20. Perform other duties as may be defined by the Executive Director.

**JOB DESCRIPTION:  
RN/HEALTH COORDINATOR**

1. Responsible to the Executive Director for day-to-day activities of the RN program.
2. Train and supervise all staff, including Program Coordinator and their direct care staff regarding medical aspects of the care provided within NSSDDS programs.
3. Make decisions and suggestions regarding selection of individuals served, in-service training, use of consultants, public relations and program development as well as suggestions and decisions regarding budgeting.
4. Keep all records in compliance with the Department of Mental Health and Medicaid Waiver Program.

**JOB DESCRIPTION:  
PROGRAM COORDINATOR**

1. Responsible to the Executive Director for the day-to-day operations of the DSP services.
2. Supervise initial teaching of self-care, survival, and social skills to the individuals served. This includes attending and providing input to all Individual Support Plan (ISP) meetings. The ISP goals and objectives will be communicated to staff and the Program Coordinator will ensure that the goals are properly executed and documented.
3. In case of an emergency, the Program Coordinator will immediately notify the parents or guardians and see that the individual(s) served receives medical attention. Alert the Executive Director.
4. Maintain good communication with family members/guardians and support professionals, which will include keeping them informed of pertinent information in a timely manner.
5. Communicate with other agencies as needed.
6. Interview, train, and supervise all staff under the direction of the Executive Director.
7. Complete 45 day and annual evaluations by March 1 on each direct care staff member.
8. Responsible for preparing staff schedules, which includes requests for time off.
9. Arrange for consultation, in-service training, and on-going educational opportunities for staff as needed.

Next Step Strategies  
Developmental Disability Services

10. Ensure that all staff are trained and qualified to pass medications if needed.
11. Provide counseling and support for staff when problems arise.
12. Conduct monthly staff meetings and keep records of these meetings.
13. Understand, promote and comply with the policies of NSSDDS by understanding the NSSDDS Policy and Procedure Manual.
14. Maintain confidentiality and follow HIPAA compliance standards.
15. Available on an on-call basis in case of emergencies and will provide coverage as needed.
16. Responsible for carrying out other duties as assigned by the Executive Director.